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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

OWING TO the inability of Mr. Justice WRIGHT to return from circuit to take company cases on Saturday, Mr. Justice COZENS-HARDY will take any urgent company matters on Monday morning next.

MR. RICHARD HARINGTON, barrister-at-law, has been appointed a Judge of the High Court at Calcutta in succession to Sir LAWRENCE JENKINS, who was recently appointed Chief Justice at Bombay. Mr. HARINGTON was called to the bar in 1886, and is a member of the Oxford Circuit.

A CASE which was decided by the Judicial Committee of the Privy Council on the 18th inst.—*In the Matter of Rajendro Nath Mukerji*—deserves notice. By an order of the High Court at Allahabad the appellant was struck off the roll of vakils, or solicitors, entitled to practise in that court, he having been convicted, under section 471 of the Indian Penal Code, of fraudulently using as genuine a document which he knew to be forged. On appeal, his counsel, while admitting that if the conviction was not allowed to be reviewed, there were no extenuating circumstances on which his client could rely against the order striking him off the roll, contended that he was entitled to go behind the conviction in order to shew that he was really innocent of the offence with which he was charged. If this contention had succeeded before the Judicial Committee, the same principle might have been applied to English cases, and the so-called "conviction cases" which come before the statutory committee of the Incorporated Law Society and the High Court, might have assumed a very different aspect. But the Judicial Committee held that the appellant's counsel was not entitled to go behind the conviction; and that such conviction was sufficient, without further inquiry, to justify the court in striking the appellant off the roll of vakils.

THERE were some unusually good speeches delivered at the dinner of the Solicitors' Benevolent Association, and we recommend a perusal of them to our readers as both instructive and

entertaining. But the address most *ad rem* was that of the chairman, in which he drew attention to the rapid increase in the number of solicitors. As he said, term after term, literally hundreds of men crowded into the profession. "They came into the profession rejoicing in the fact that there would be no more examinations for them during the term of their natural lives, and one wondered what became of them." From our own limited knowledge, we should be disposed to agree with Mr. BEALE that a large proportion set up for themselves in business. Partnerships seem to be more difficult than ever to obtain, and the market for clerks is notoriously overstocked. One result of this is, as Mr. BEALE pointed out, that the new men have largely to subsist on business taken from older members of the profession who have become less active and pushing; and that this occurs, not merely in country districts but also in large towns, the painful facts related by the chairman sufficiently shew. Another result, to which he did not allude, is, we fear, in some districts a growing disposition to underbid for business. We have heard that in one large town it is not unusual for persons requiring legal assistance to make a tour of the solicitors' offices in order to ascertain where their business can be done at the least cost. It is with regard to this that local law societies are especially useful; but even these bodies find it difficult to take action to check this tendency. The temptation to the young and struggling solicitor to "hook" a client is very strong, and the consequence is that business drifts from the offices of men who refuse to be haggled down below the established charges. What the result will be when the Land Transfer Act has become compulsory over the greater part of England, and has had time to deprive solicitors of anything but a miserable pittance for dealings in land, it is difficult to say. The astonishing thing is that, with this prospect before them, young men should still flock into the profession in such great numbers.

IT IS WELL settled that the memorandum of a contract necessary to satisfy the Statute of Frauds need not all be contained in one document. It may be made out from a series of documents, and a document giving only some of the necessary particulars, and signed by the party whom it is sought to render liable on the contract, may be supplemented by a previous document to which it refers, and which by such reference can be regarded as incorporated with it. "Whether the reference must be express and on the face of the paper containing the signature, or whether it be enough that a jury or a judge of fact would conclude from the circumstances and contents that the two papers are parts of one correspondence, may be open to doubt. The latter is probably the better view." The recent judgment of DARLING, J., in *Walters* v. *Le Blanc* is in accordance with this passage from Sir EDWARD FRY'S work on Specific Performance (3rd ed., p. 254). A letter signed by an intending purchaser contained the description of the property which he agreed to purchase, and also the price which he was prepared to give, but, although written at the office of the vendor's agents and handed to them, it omitted to mention either their name or that of the vendor; nor in terms did it refer to any previous document. There had been, however, a previous letter from the agents to the purchaser which contained his name, and which specified the property, and also the price at which "the owner" was prepared to sell. In point of fact there could be no doubt that the two documents were part of the same negotiation, and hence, upon the view favoured by Sir EDWARD FRY, the two were sufficiently connected to enable "the owner," and consequently, by parol evidence, the name of the owner (*Rossiter* v. *Miller*, 3 App. Cas., p. 1140), to be incorporated in the document signed by the purchaser. Acting upon this view, DARLING, J., held that there was a sufficient memorandum in writing to satisfy the statute.

UNDER section 34 of the Real Property Limitation Act, 1833, the lapse of the statutory period which bars the right to recover land extinguishes also the title of the owner against whom time has been running, but there is no corresponding provision in the statute of James—the Limitation Act, 1623—which bars simple contract debts in six years, and the debt exists although the right to sue for it is gone. The distinction has important consequences when it becomes a question of asserting the debt in proceedings not involving a direct action for its recovery, and it has been relied upon by STIRLING, J., in the recent case of *London and Midland Bank* (*Limited*) v. *Mitchell* to support the right of an equitable mortgagee of shares to enforce his mortgage by sale or foreclosure, notwithstanding that the debt which the mortgage was intended to secure was a simple contract debt, and more than six years had elapsed without payment of interest or acknowledgment. Certificates of shares, accompanied by a blank transfer, had been deposited with the plaintiff bank to secure an overdraft on the joint account of two brothers. One of the brothers died in 1891, the amount owing being then £1,500. From that date no interest was paid or acknowledgment given, and in 1898, when the bank sought to enforce their charge by foreclosure or sale, the legal personal representative of the deceased brother raised the defence of the statute. It is well established, however, that a mortgagee, so long as the debt exists, is entitled to enforce his remedies against the mortgaged property, notwithstanding that the remedy for the recovery of the debt is barred. As KAY, J., said in *Re Hancock* (57 L. J. Ch. 793), the mortgagee does not want to sue anybody. All he asks is that the mortgaged property, which is his, should be handed over to him, or if it is already under his control, that he should be allowed to keep it until his debt, which is still existing, is paid. The case is similar to the established right of the mortgagee to retain his full arrears of interest out of the proceeds of realization of the mortgaged property or to resist redemption until the full arrears are paid, although in an action to recover the interest he would be limited to six years' arrears: see *Dingle* v. *Coppen* (1899, 1 Ch. 726). In *London and Midland Bank* (*Limited*) v. *Mitchell*, accordingly, STIRLING, J., held that the remedy of the bank against the mortgaged shares was still enforceable, although the debt was statute-barred, and that the bank were entitled to relief by foreclosure or sale.

IN THE CASE of *Re Bishop of Bath and Wells' Settled Estates* the court has for the second time declined to treat ecclesiastical property in the enjoyment of an ecclesiastical person for life or other uncertain period as settled land within the meaning of the Settled Land Acts so as to give the incumbent for the time being the powers of a tenant for life under those Acts. An attempt to use the Acts in this manner was made in *Ex parte Vicar of Castle Bytham* (1895, 1 Ch. 348), where, by an award made under an Inclosure Act, land had been allotted to a vicar and his successors; but STIRLING, J., pointed out that the words "and his successors" were only words of limitation, used for vesting the inheritance in the corporation sole, and he naturally shrank from extending to ecclesiastical land, which is subject to special statutes, and for the alienation of which the consent of the Ecclesiastical Commissioners is in general required, the powers conferred on tenants for life under the Settled Land Acts. In *Re Bishop of Bath and Wells' Settled Estates* it appeared that house property in Wells had from time immemorial been granted by the bishop for the time being to one of the dignitaries of the cathedral church of Wells for life, but it had never been assigned to any particular dignity or office, and its enjoyment entailed no obligation to perform any ecclesiastical or spiritual duty. By deed dated in January, 1898, the bishop granted the property to the archdeacon (by name) for life, but so long only as he should continue to be archdeacon, and the archdeacon was inducted into the possession of the premises by the registrar of the diocese, and a certificate to that effect was indorsed on the deed of grant. Upon the assumption that the deed was a settlement, and that the archdeacon was tenant for life, an application was made for the appointment of trustees for the purposes of the Settled Land Act, 1882, with a view to the property being sold under the powers of that Act. But NORTH, J., after referring to *Ex parte Vicar of Castle Bytham* (*supra*) declined to admit that the Settled Land Acts were applicable in the case of ecclesiastical property. To recognize the right of the archdeacon to have trustees appointed for the

purposes of the Acts would be, he observed, to introduce a precedent affecting a very wide area. Between ecclesiastical property, the enjoyment of which is vested in the incumbent for his life, but which is the subject of separate legislation, and private property in the enjoyment of an ordinary tenant for life there is a great difference. The Settled Land Acts were intended to deal with the latter class of cases only, and the application in the present instance was refused.

A CHARGE was recently heard in a Metropolitan police-court against LIPTON (Limited) which is of considerable interest and importance to dealers in provisions and to the public in general. The main facts were not disputed. It appears that the defendants sell large quantities of tea in packets, each of which is labelled with a statement of the weight of its contents. As a fact, however, the wrapper is weighed in with the tea, the consequence of which is that in a so-called one pound packet the actual amount of tea is less than a pound. For the sale of such packets proceedings were taken against the defendants under section 2 of the Merchandise Marks Act, 1887, which provides that every person is guilty of an offence under the Act "who sells, or exposes for, or has in his possession for, sale, any goods to which any false trade description is applied." "Trade description" is defined as including any statement as to the quantity or weight of any goods, and it is a defence that the seller acted innocently. The defendants not only admitted that the amount of tea in the pound packet was less than one pound, but they claimed a right to weigh in the wrapper with its contents, and set up in proof of innocence a universal custom in the tea trade to sell such packets. They also relied upon a decision of the High Court in the case of *Harris* v. *Allwood* (57 J. P. 7), in which it was held that a grocer had been wrongly convicted of fraud for weighing the paper bag along with sugar, tea and other articles which he sold by weight. It is to be noticed, however, that this case was under section 26 of the Weights and Measures Act, 1878, which imposes a penalty "where any fraud is wilfully committed in the use of any weight, measure, scale, &c.," and that the purchaser admitted knowledge of the fact that grocers do usually weigh the paper with the article sold. The case, in fact, entirely depended on intention to defraud, and as some of the goods, together with the paper, were weighed before the eyes of the purchaser with correct weights, it is hard to see how a conviction for fraud could be supported. In the recent case, however, it was not necessary to prove fraud, and the mere proof that a packet of tea was sold to which a false trade description was applied was sufficient to establish a *primâ facie* case against the defendants of having committed an offence against the Act, and to throw the burden of proof upon them that they acted innocently. The magistrate had no hesitation in convicting the defendants, but he agreed to state a case for the High Court, so that there will be shortly a decision on the points raised.

MASTER MACDONELL, in a paper which he read this week before the London Economic Society, on "Civilized and Uncivilized Races under International Law, with Special Reference to Africa," made a suggestion to which the attention of the Foreign and Colonial Offices may profitably be directed. It is obvious that, in Africa at all events, the white man and the black man are destined to live side by side. How are their juridical relations, as we may call them, to be regulated? Master MACDONELL, while, of course, putting forward no complete solution of this problem, suggests what we cannot but think are the true lines on which it should proceed. He proposes to take as the basis of a real international authority for dealing with questions of this kind the European Conferences to which we owe the general Acts that have helped to protect the African aborigines already against the slave trade, and to make the system a regular one, devising machinery to secure periodical meetings, and also the prompt summoning of a conference when necessary. Private societies, such as the Aborigines Protection Society, cannot cope with the problem themselves: they are not international, and they lack the necessary momentum. If Master MACDONELL's idea were carried out, it is tolerably certain that two further pre-requisites to a satisfactory settlement of the question would be attained. There would be a recognition of the fact that the aborigines have a right, not only to live, but to live in their own way. And the tendency will be to allow due scope to their tribal customs in their jural development.

THE DECISION of the House of Lords in the case of *La Bourgogne* last week, affirming, as it does, the previous decisions of Sir FRANCIS JEUNE and the Court of Appeal, does not in any way conflict with any of the authorities, and is equally good sense and good law. In such cases as *Rutter & Co.* v. *Messageries Maritimes de France* (1885, 54 L. J. Q. B. 527), *Grainger* v. *Gough* (1896, A. C. 325), and *The Princess Clémentine* (1897, P. 18), the real *ratio decidendi* was that the position of the agent of the foreign company was a thoroughly subordinate one, the business being transacted, not in the United Kingdom, but abroad. In the case of *La Bourgogne*, on the other hand, applications for freights and passages were invited to be made at the London office; moreover, the company was lessee, paid the income tax, the rent, and the legal and other expenses referable to its business, and described the office in its guides as one of its "*bureaux*," and the company's name was on the door as well as that of the agent. The inference was inevitable from these facts—unless rebutted by overwhelming evidence—that the company was carrying on business in England; and the circumstances that the agent was at liberty to act, and did act, for other companies; that he paid the clerks' salaries and office expenses, and that he was remunerated by a guaranteed commission, could not avail for that purpose.

PRINCIPLES ESTABLISHED BY A YEAR'S APPEALS UNDER THE WORKMEN'S COMPENSATION ACT, 1897.

THE Workmen's Compensation Act, 1897, came into force upon the 1st of July, 1898, and has therefore been in operation just a year. During that period the Court of Appeal has disposed of a large number of appeals under the Act, and its decisions cover some of the most important and difficult questions which have arisen as to the scope and meaning of this difficult and complex Act.

Although many of these decisions have turned upon facts peculiar to the particular cases, yet it is possible to extract from them certain principles of law and practice which must now be applied in the interpretation and working of the Act.

Perhaps the words in the Act about which there has been most controversy are those in section 1, which provides that the accident must "arise out of and in the course of" the workman's employment. This is not surprising because, provided the accident happens to a workman in an employment to which the Act applies, it is practically the only loophole by which an employer can escape liability. In dealing with questions arising under this head the Court of Appeal has kept very closely to the particular case before it, and has been rather chary of committing itself to the enunciation of principles which can be considered of general application. But the following would seem to be the general result of the cases: (*a*) An accident may be said to "*arise out of*" the employment if it results from an act done by the workman within the scope of his duty. If, however, the accident arose out of an act done for his own purposes, then, although it may have occurred in the course of his duty, it cannot be said to have arisen out of his employment within the meaning of the Act. For this proposition see and compare the cases of *Smith* v. *Lancashire and Yorkshire Railway Co.* (47 W. R. 146; 1899, 1 Q. B. 141) and *Rees* v. *Thomas* (47 W. R. 504; 1899, 1 Q. B. 1015). The latter case also engrafted an important exception upon the principle as above stated—namely, that, although

the act which caused the accident is outside the scope of his duty, yet it must be considered to have arisen out of his employment if the act was done on an emergency in the interests of his master. (*b*) An accident may be said to occur "*in the course of*" the employment if it happen during working hours and upon the locality where the work has to be performed: see and compare *McNicholas* v. *Dawson* (47 W. R. 500; 1899, 1 Q. B. 773) and *Holnes* v. *Mackay* (15 Times L. R. 351). But this qualification must be added, that, if the act which causes the accident is entirely outside the scope of the workman's duty, it is also entirely outside the course of his employment, although the above conditions are fulfilled: *Lowe* v. *Pearson* (47 W. R. 193; 1899, 1 Q. B. 261).

As regards what amounts to serious and wilful misconduct on the part of the workman under section 1 (2) (*c*) so as to exempt the employer from liability, the Court of Appeal has laid it down that it is entirely a question of fact, and therefore it is useless to expect to find a principle in the cases relating to it. The most that can be said is that the cases negative the idea that gross carelessness, rashness, or disobedience necessarily amount to serious and wilful misconduct within the Act, and the Court of Appeal has refused to hold as a matter of law that disobedience to special or general mining regulations amounts to such misconduct: *Rumboll* v. *Nunnery Colliery Co.* (43 SOLICITORS' JOURNAL 242).

It is unnecessary to consider in any detail the numerous decisions upon section 7, which applies the provisions of the Act to certain employments, and defines certain terms used in it. In dealing with all these cases the Court of Appeal has strictly adhered to the well-established principle for the interpretation of statutes generally, that the plain words of an Act are not to be added to, taken away from, or strained in order to bring within it cases which are not included within the ordinary meaning of the words, and which the Legislature could have included by apt words if it had wished to do so. But as regards the meaning to be attached to the words "on, in, or about" a principle of interpretation has been laid down which is of general application in considering whether an accident happened "on, in, or about" any particular work. This is, that the word "about," although an enlarging word and meant to embrace something beyond "on" and "in," must be confined to its *local* sense, and implies physical proximity. It must not be extended so as to embrace every accident which happens in relation to any particular trade or business: see and contrast *Powell* v. *Brown* (47 W. R. 145; 1899, 1 Q. B. 157) and *Lowth* v. *Ibbotson* (47 W. R. 506; 1899, 1 Q. B. 1003). Further, section 7, while providing that the Act shall apply under certain conditions to work on buildings exceeding thirty feet in height, leaves it an open question what principle of measurement is to be adopted. In *Hoddinott* v. *Newton & Co.* (47 W. R. 499; 1899, 1 Q. B. 1018) the Court of Appeal decided that the measurement must be taken to the ridge of the roof. They left open the question whether the height below the ground level can be taken into consideration.

The only other cases upon section 7 which require notice here are those in which the court has held that the question whether a particular person is entitled to compensation as a "dependant" of the deceased must be tested upon the principle that such person must be to some extent dependent on the deceased *for the ordinary necessaries of life having regard to his class and position*: see *Simmons* v. *White* (47 W. R. 513; 1899, 1 Q. B. 1005).

Two important principles have been established upon which the assessment of compensation must proceed under Schedule I. The first and most important is that the *period*, which is taken as the basis of assessment, whether it is the full period of three years in case of death, and twelve months in case of injury, or is in either case any lesser period during which the workman has been in the employment of the same employer, must be a *continuous* period—that is, the relation of master and servant must have existed without a break between the workman and the employer, in whose employ he is at the time when the accident occurs, throughout the whole period taken as the basis of assessment. The test whether such relationship has been broken or not is whether, during the whole period, the employer was willing to give the workman work, and the servant was willing to accept it. If, then, that period has been broken either by severe illness, a strike, a lock-out, or in any other way, it is no longer the period to be taken as the basis of assessment. But this does not mean that the workman must have had continuous work, nor does absence on a holiday or temporarily through illness amount to a break: see for this principle *Jones* v. *Ocean Coal Co.* (47 W. R. 484) and *Appleby* v. *Horseley Co.* (43 SOLICITORS' JOURNAL 568).

The second principle is that in order to ascertain a workman's "average weekly earnings" during any such continuous period, whether for the purpose of assessing compensation on death when the period is less than three years, or for the purpose of assessing weekly payment in cases of injury where the period is twelve months or any less period, the total earnings during the whole of such period must be added together and divided by the number of weeks included in that period, without making any deduction for days or weeks when, owing to illness, slackness of work, or any other cause, the workman did not earn anything: for this principle see *Keast* v. *Barrow Hematite Co.* (15 Times L. R. 141).

It only now remains to glance shortly at the decisions upon points of practice which, despite the complicated nature of the procedure prescribed under the Act, are but few in number. One, however, of first rate importance must be noticed at once. In *Edwards* v. *Godfrey* (15 Times L. R. 365) the Court of Appeal laid it down that a workman has under section 1 (2) (*b*) of the Act an option merely, either to proceed under the Act, or to bring an action at common law or under the Employers' Liability Act, 1880, but that if he once exercises that option, and fails in his action at common law or under the Employers' Liability Act, 1880, he cannot subsequently proceed under this Act. If he once elects, his only *locus pœnitentiæ* is to apply to the court under sub-section 4 of section 1 to assess compensation under the Act. This decision disposes of the fears which have been expressed that it was possible for a workman by such a course to avoid the deduction of the costs of his unsuccessful action from the compensation he might recover under the Act, which has been provided for by sub-section 4 of section 1. As regards appeals under the Act, it is useful to note that the Court of Appeal, in reviewing decisions, proceeds upon the principle that it will not review the facts as found by the arbitrator, but simply confines itself to the question of law, whether there was evidence upon which the arbitrator could find those facts, and, if so, whether he drew the correct legal inference from them. Also that the court will not, in considering applications for security for costs of an appeal, depart from the ordinary practice of the court in dealing with such applications in ordinary matters: see *Hall* v. *Snowden, Hubbard, & Co.* (47 W. R. 322). However, while adhering to this principle, the court has shown a disposition to give due weight to special considerations peculiar to appeals under the Act. So it has relaxed the rule by dispensing with security in a case in which the appellant could not sue *in formâ pauperis*, and had been reduced to a state of poverty by the accident itself. In another case, taking into consideration the small amount of the appellant's wages, the court reduced the amount to £10.

TENANCIES AT WILL AND THE STATUTE OF LIMITATIONS.

THE mode in which tenancies at will are dealt with by the Real Property Limitation Act, 1833, has given rise to a considerable number of interesting cases, of which *Jarman* v. *Hale* (1899, 1 Q. B. 994), decided by a Divisional Court consisting of DARLING and CHANNELL, JJ., seems to be the latest. Prior to 1833, as is well known, a mere permissive occupation of premises did not endanger the title of the owner, but since that date it has been necessary for an owner who, for family or other reasons, allows premises to be occupied rent free, to take steps from time to time to obtain written recognition of his title. In the absence of such recognition, the Statute of Limitations, which commences to run at the end of the first year of the tenancy at will created by the permissive occupation, extinguishes his title in a period of twelve years, or, including the first year, in a period of thirteen years from the commencement of the tenancy. This is the effect of section 7 of the Act of 1833, under which, if a tenancy at will is not determined within the

first year, time runs against the landlord from the end of that year. If the tenancy is actually determined within the year, and the landlord nevertheless suffers the tenant to continue in possession, time will run against him earlier—namely, from the date of such determination of the tenancy; but at the latest it commences to run at the end of the first year. The reasonable construction of section 7, it was said in *Day* v. *Day* (L. R. 3 P. C., p. 760), is that the landlord's right of action "shall accrue ultimately at the end of a year from the commencement of the tenancy at will, though it may accrue sooner by the actual determination of the tenancy."

But though the determination of the tenancy at a date subsequent to the first year, unless accompanied by the re-entry of the lessor, is ineffectual to give a new starting-point to the running of the statute, this effect will be produced if at any time before the statutory period has elapsed a new tenancy at will is created between the landlord and the tenant who is now holding over as tenant by sufferance. The effect of such new tenancy, it was held in *Doe* v. *Turner* (7 M. & W. 226), is to destroy the right of action which has previously accrued, for after creating a new tenancy at will the landlord can bring no action until the new tenancy is determined; or, as the matter may be otherwise put, the creation of the new tenancy at will is virtually a taking possession by the landlord, and a re-delivery of possession to the occupier as tenant. And when a tenant who has been holding at will holds over on sufferance after the determination of the tenancy at will, it is comparatively easy to prove the creation of a new tenancy at will. "Slight evidence," it was said in *Doe* v. *Turner* (*supra*), "would probably satisfy a jury that a relation so inconvenient as that of a tenancy by sufferance, in which the tenant is not entitled to the fruits of his own industry, as he has no right to emblements, would not be long continued." Thus at a later stage of the same litigation (*Turner* v. *Doe*, 9 M. & W. 643), it was held that where the tenant, who was one of the assessors for the land-tax in the parish, signed an assessment in which he was named as the occupier of the premises, and the landlord as proprietor, this was an admission of the title of the landlord, upon which a jury were justified in finding the creation of a new tenancy. But, although slight evidence will be sufficient to shew the creation of a new tenancy at will and thus give a fresh starting-point for the running of the statute, yet there must be some evidence, and in its absence time is reckoned in the manner already stated, and the quondam tenant at will, if he has remained in possession, gains a good title to the land at the end of thirteen years from the commencement of his tenancy: *Doe* v. *Carter* (9 Q. B. 863). The mere fact that the landlord knows that the tenant is continuing in occupation after the determination of the tenancy at will is not evidence from which the creation of a fresh tenancy at will can be inferred: *Day* v. *Day* (L. R. 3 C. P. 751, see p. 762).

In the case just referred to it was said by Sir JOSEPH NAPIER, in delivering the judgment of the Privy Council, that in order to constitute a new starting-point for the statute, "the agreement for a new tenancy should be made by the parties with a knowledge of the determination of the former tenancy, and with an intention to create a fresh tenancy at will." But having regard to the technicalities attending the determination of a tenancy at will, this requirement would cause difficulty. A tenancy at will may be determined at law and yet the parties be none the wiser. This happens, for instance, when the landlord mortgages the land and the tenant is aware of the mortgage. "Every conveyance of the reversion," it was said in *Doe* v. *Thomas* (6 Ex., p. 857), "is inconsistent with the will to occupy under [the grantor], but the tenant is not to be treated as a trespasser until he has had notice of the determination of the will—not formal notice, but knowledge of it; as soon as he has that he must know that he is not to occupy." In that case, accordingly, it was held that where the landlord had become insolvent the vesting order made with the knowledge of the tenant was a determination of the tenancy at will. It is by no means clear that the mere alienation of the reversion by way of mortgage, the mortgagor remaining in possession, really amounts to a determination of the tenancy at will within the reasoning of the above passage. In *Doe* v. *Carter* (*supra*) the point was discussed, but it was not necessary to decide it. In the recent case of *Jarman* v. *Hale* (*supra*) it was argued that the personal relation between the mortgagor and the tenant at will continued exactly the same after the mortgage as before it, and hence there was no reason to assume a determination of the will on either side. In principle the argument seems quite sound, but the court preferred to adopt the strict rule as stated in Darby and Bosanquet on the Statutes of Limitation (2nd ed., p. 342): "A tenancy at will is determined by either party alienating his interest; provided, and as soon as, such alienation comes to the knowledge of the other." Consequently a mortgage by the landlord which had come to the knowledge of the tenant at will was held to be a determination of the tenancy.

In *Jarman* v. *Hale* the facts were that the owner of a house in 1883 allowed the defendants to occupy the house, and they had been in occupation ever since without payment of rent. In 1893 the plaintiff executed a legal mortgage of the house, and in 1894 the defendants had knowledge of the mortgage. There was evidence that after 1894 the defendants had filled up an income-tax paper in which they described the plaintiff as being the owner of the house, and themselves as being the occupiers; and that in conversation with other persons they had made admissions that they were then tenants at will to the plaintiff. Had there been no discontinuity in the tenancy at will, the statute would have run, and the plaintiff's title would have been extinguished in 1896; and, although it was held that the tenancy at will determined in 1894, when the defendants became aware of the mortgage, yet the mere determination of the tenancy would not have altered the above result. The statute would have continued to run, and the plaintiff's title would still have been extinguished in 1896. But the determination of the tenancy made it possible to check the operation of the statute by the creation of a fresh tenancy, and the admissions made by the tenant were, as in *Turner* v. *Doe* (*supra*), sufficient in themselves to shew that such a tenancy had been created. The county court judge, before whom the case originally came, held that since the plaintiff had parted with his reversion he had no power to create a fresh tenancy. As pointed out in the Divisional Court, the conclusion that no tenancy at will could be created between the mortgagor and the defendants was clearly wrong. Quite apart from any question of the power of a mortgagor to create a tenancy good against the mortgagee, the mortgagor has, at any rate, power to create one which will be good as between himself and the tenant; and as the tenancy would be effectual to protect the tenant from entry by the mortgagor, so it is effectual to preserve the rights of the mortgagor against the tenant.

There remained the passage from the judgment of the Privy Council above quoted under which the new tenancy must be consciously created, but the Divisional Court treated this as an *obiter dictum*. "It seems to me," said CHANNELL, J., "that if you find a definite acknowledgment from the tenant that he is holding by permission of the other, that is all you want." In principle it is not easy to see how there can be a fresh agreement between parties who do not know that the old agreement has come to an end, but the whole matter is too artificial to make it possible to insist upon principle. In effect the case of tenant at will holding over after the will has been determined is an exception from the general rule that to preserve the title of the owner an acknowledgment in writing given to the owner or his agent is necessary. A mere admission by the tenant, however given, that he holds under the owner, has the same result, and by creating a new tenancy saves the operation of the statute.

In the House of Commons, on the 15th inst., in answer to Mr. C. M'Arthur, Mr. Collings said: It has been decided to appoint Sir Arthur Charles to be a judge of the Provincial Courts of Canterbury and York, pursuant to the Public Worship Regulation Act, 1874, s. 7; and the necessary formal steps for the making of the appointment by the archbishops and its approval and ratification by the Crown are now being carried out. A Dean of the Arches is not now appointed. The last statement was corrected by Mr. Collings next day. We believe that Sir Arthur Charles was appointed by the Archbishop of Canterbury on the 20th of April last to fill the office of Dean of Arches and was upon the same day duly admitted by the archbishop.

CASES OF THE WEEK.

High Court—Chancery Division.

THE LONDON AND MIDLAND BANK (LIM.) v. MITCHELL. Stirling, J. 7th and 15th June.

MORTGAGE—EQUITABLE CHARGE—FORECLOSURE—STATUTES OF LIMITATIONS—21 JAC. 1, C. 16, S. 3—3 & 4 WILL. 4, C. 27, S. 24—37 & 38 VICT. C. 57.

In this action, brought by originating summons, the question raised was whether a banking company holding an equitable mortgage upon shares deposited with them by two brothers acting in partnership, to secure their overdrawn account, were or were not precluded by the Statutes of Limitations from enforcing their charge by sale or foreclosure where the account had been closed for more than six years, and no interest had been paid on the balance due to the bank, and no acknowledgment of the debt given by the customer. The facts of the case appear sufficiently in the judgment of his lordship given below. The banking company, by their counsel, claimed a declaration that the charge still existed, and asked for an account of the amount due and for a sale of the shares. As to the defence that the debt was to be considered as statute-barred, the plaintiffs contended that even if by analogy the doctrine was to be admitted in the case of an equitable mortgage, the time of limitation would only run from the date of refusal to pay off the debt, as, in actions of detinue and trover, from the dates of wrongful detention and conversion respectively. But to admit the analogy at all would be revolutionary as against equitable mortgagees, who cannot enforce their security without bringing an action on the debt. The debt in this case is not extinguished by the statute 21 Jac. 1, c. 16, and no collateral right or remedy is affected thereby: *Courtenay* v. *Williams*, (3 Hare 539, *per* Wigram, V.C.; at p. 551). The right of the mortgagees is a *jus in rem*, and this is not an action to recover a debt, but an action *in rem* to enforce the charge against the property charged; in one case the holders of an imperfect security were allowed to come in even in competition with the holders of a perfect security: *Re Strand Music Hall Co.* (14 W. R. 6, 3 De G. J. & S. 147). No Statute of Limitations applies here, not even by analogy: *Mellersh* v. *Brown* (38 W. R. 732, 45 Ch. D. 225), where Kay, J., refused to apply the analogy to a case of personal estate. For the defendant Mitchell, the legal personal representative of the deceased partner, against whom a negative decree was sought, it was contended that the plaintiffs were not entitled to a foreclosure decree by reason of their *laches* and delay and the fraud of their manager, who had known that the surviving partner had purchased all the assets of the business and had indemnified himself against all liabilities in respect of it. He submitted that the remedy at law for the debt, which was a simple contract debt, was gone, and that therefore the remedy to recover the thing which secured the debt was gone in equity. This was personal property, the right to recover which began in 1891, and now, by analogy, the debt was barred by the Statutes of Limitations; *Cholmondely* v. *Clinton* (2 Jac. & Walk. 81, and at p. 152), *Sutton* v. *Sutton* (31 W. R. 369, 22 Ch. D. 511), *Hovenden* v. *Lord Annesly* (2 Sch. & Lef. 607, 630); Shelford on Real Property Statutes (9th ed.), p 149; and Robbins on the Law of Mortgages, p. 1059, was also referred to. This was not in the class of cases of a reversionary interest: *Re Lowe's Settlement* (30 Beav. 95), *Re Hancock*, *Hancock* v. *Berrey* (36 W. R. 710, 57 L. J. Ch. 993), *Re Lake's Trusts* (63 L. T. 416). The plaintiffs were not entitled, being statute-barred, to sue in equity for a transfer of the shares. *Henry* v. *Smith* (2 Dr. & War. 381, 4 Ir. Eq. R. 502), *Heath* v. *Pugh* (6 Q. B. D. 345), and *Brocklehurst* v. *Jessop* (7 Sim. 438) were also referred to. *Cur. adv. vult.*

June 15.—STIRLING, J.—This is an originating summons, by which the plaintiffs seek to enforce by foreclosure or sale a lien or equitable charge on five shares in Joseph Rodgers & Co. (Limited). It appears that two brothers, Alfred and Edward Wordsworth, carried on business in partnership, and kept an account, first with a banking company now amalgamated with the plaintiff company, and subsequently with the plaintiff company. To secure the balance of their banking account Messrs. Wordsworth deposited with the plaintiffs' predecessor the following documents: (1) Five certificates under the seal of Joseph Rodgers & Co., shewing that one Joseph Welstrop was the owner of the shares in question; (2) a certificate by the secretary of Joseph Rodgers & Co. of a transfer of those shares by the executors of Joseph Welstrop to Alfred and Edward Wordsworth; (3) a transfer of those shares, with the name of the transferee in blank signed by Alfred and Edward Wordsworth. To the benefit of the security thus created the plaintiff company has become entitled. On the 3rd of April, 1891, Edward Wordsworth died. William Mitchell is his legal personal representative; his brother Alfred Wordsworth is still living. At the date of the death of Edward Wordsworth a considerable balance was due to the plaintiffs on the banking account which was then closed. This balance still remains due; no interest has been paid on it, nor has any acknowledgment been given by Mitchell. The originating summons was issued on the 28th of September, 1898, more than six years after the death of Edward Wordsworth, against William Mitchell and Alfred Wordsworth. The latter makes no objection to the relief claimed; the former raises the objection that the Statutes of Limitations are a defence to the action. The deposit of the documents which I have mentioned has constituted the plaintiffs equitable mortgagees of the shares. If authority for this is required I may refer to what was said by Lord Selborne in delivering the judgment of the Court of Appeal in *France* v. *Clark* (32 W. R. 466, 26 Ch. D. 257) as to the position of the defendant Clark. [His lordship read from the report at p. 262.] It was admitted on behalf of the defendant Mitchell that no statute expressly applied; but it was contended that inasmuch as the personal remedy for the debt was barred by the statute 21 Jac. 1, c. 16, s. 3, the remedy against the property, which constitutes the security for the debt, would not be enforced by a court of equity, acting in obedience or by an analogy to the statute. It is now well established that an action for foreclosure is not an action for recovery of a debt, but for recovery of the mortgaged property: *Heath* v. *Pugh* (6 Q. B. D. 340, 7 App. Cas. 235), *Harlock* v. *Ashberry* (30 W. R. 327, 19 Ch. D. 235). Before the statute 3 & 4 Will. 4, c. 27 it was held that a mortgagee of land could not get relief by way of foreclosure after a period of twenty years. This period was not fixed because the personal remedy was then barred, for the statute of James did not apply to specialty debts, and as regards simple contract debts barred them in six years; but it was chosen because section 1 of that statute (a section now repealed) provided that no person having a right of entry into land should thereunto enter but within twenty years after the title accrued. If the mortgage was not by deed, or if the deed contained no covenant for payment, then, although after six years the personal remedy was barred, the remedy against the land continued. This was recognized in the recent case of *Barnes* v. *Glenton* (1899, 1 Q. B. 885), before the Court of Appeal. [His lordship read the head-note of the case and the judgment of Romer, L.J., at p. 890.] In addition to the cases there cited I may refer to *Re Conlan's Estate* (L. R. Ir. 29 Ch. 199), where Monroe, J., says: "The mere fact that the personal claim cannot be enforced does not deprive the creditors of the remedy against the land." The time, therefore, at which a bar to an action for foreclosure arises under or by analogy to the statute is not that at which the personal remedy ceases, but that at which the remedy against the property which is the subject of the charge is taken away. Now, the statute 21 Jac. 1, c. 16, s. 3, does apply to certain actions for the recovery of personal estate—viz., detinue and trover. It does not appear to me that the analogy founded on these assists the defendants in the present case, for in neither form of action does time begin to run until a defendant has done something wrongful as between him and the plaintiff, as, for example, has refused to comply with a lawful demand or has wrongfully converted the property in his possession to his own use: see *Miller* v. *Dell* (39 W. R. 342; 1891, 1 Q. B. 468). Nothing of the kind has happened here. Another way of looking at the case is this. The deposit of the shares constituted in equity an assignment of these shares to the plaintiffs to the extent of the debt, just as much as if a formal deed had been executed assigning them to the plaintiffs subject to a proviso for redemption. The plaintiffs have, therefore, acquired in equity an interest in these shares in the nature of property. Though the debt is barred, in the sense that a personal action can no longer be brought to recover it, the debt is not gone; nor is the right of property destroyed, for there is no provision in any Statute of Limitations with reference to personal property similar to that contained in 3 & 4 Will. 4, c. 27, s. 34, whereby the title to land is extinguished after the lapse of a certain period. If then the property of the plaintiffs still exists, I fail to see what there is to deprive the plaintiffs of the rights attached to such property. On this ground Kay, J., proceeded in *Re Hancock* (36 W. R. 710, 57 L. J. Ch. 793). That case no doubt relates to a reversionary interest in personalty, and it was contended that the decision would have been different if it had related to an interest in possession. If the fund was in the hands of a person who could successfully plead the statute against both mortgagor and mortgagee, no doubt the result would be different; but if the holder of the fund either could not plead the statute (as, for example, by being an express trustee) or did not choose so to do, it seems to me that the reasoning of the learned judge would still apply. How could a mortgagor interfere to prevent the holder of the fund from handing over the property to his mortgagee? In my judgment the contention of the defendant Mitchell is not well founded, and the plaintiffs are entitled to relief by way of foreclosure or sale. His lordship made the usual foreclosure decree in respect to the shares mentioned in the summons, the bank to add the costs of the summons to their security.—COUNSEL, *Upjohn*, Q.C., and *Martelli*; *Jenkins*, Q.C., and *T. Douglas*. SOLICITORS, *Morton, Cutler, & Co.*, for *Carter, Atkinson, & Bentley*, Pontefract; *Emmet & Co.*, for *Foster, Raper, & Routledge*, Pontefract.

[Reported by W. H. DRAPER, Barrister-at-Law.]

VIDITZ v. O'HAGAN. Cozens-Hardy, J. 7th and 14th June.

INFANT — MARRIAGE ARTICLES — COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY — MARRIED WOMAN — REPUDIATION — REASONABLE TIME — AUSTRIAN LAW—RECTIFICATION OF POST-NUPTIAL SETTLEMENT.

This was an action by a married lady to recover from trustees of a will a sum of five thousand pounds, and a legacy which the trustees considered should fall into her marriage settlement under a covenant to settle after-acquired property. The plaintiff, Mrs. Viditz, married at the age of eighteen years Mr. Viditz, who was then and at the time of the action a domiciled Austrian. The marriage took place in Switzerland. Shortly before the marriage, articles in English form, dated the 24th of November, 1864, were executed at the British Embassy at Berne between the intending husband and wife, certain trustees, and the father of the wife, whereby Mrs. Viditz covenanted that all such property as she was then entitled to in possession, reversion, remainder, or expectancy as might during the joint lives of herself and her husband come to her and her husband in her right under any will, settlement, or gift, or otherwise (save and except pecuniary legacies) should be assured to and vested in the trustees upon the usual trusts for her for life for her separate use, without power of anticipation, and after her death for the issue of the marriage, with an ultimate trust for the father. The lady attained the age of twenty-one in 1867. In 1870, upon the death of her mother, she became entitled to a sum of money which was paid to the trustees of the articles and invested in Consols. In 1880 a deed in English form, purporting to be a settlement in

pursuance of the articles, was executed in Paris, the same people as before being parties. It contained similar trusts to those of the articles, and a covenant to settle after-acquired property which, however, did not except pecuniary legacies. In 1882 the father died, and Mrs. Viditz thereupon became entitled in possession to a sum of about £2,000, which was received by the trustees of the settlement and invested. The two sums above-mentioned were sums to which Mrs. Viditz was at the date of her marriage entitled in reversion contingently upon attaining twenty-one. The father by his will left all his property to charity. Litigation ensued, and Mrs. Viditz sought to set aside the will. The result was that a compromise of the probate action was effected in March, 1884, under which a sum of £13,000 was to be settled upon her and her children, and a sum of £5,000 was to be paid to her. No part of this sum had been received, however. In 1892 Mrs. Viditz became entitled under the will of an aunt to a legacy, which also had not yet been received. In the same year the trustees informed Mrs. Viditz that the £5,000 expressed to be payable to her under the compromise would have to be paid to the trustees of her marriage settlement. This led to advice being taken, and on the 18th of November, 1893, a document was executed by Mr. and Mrs. Viditz in Austria by which they purported to annul and put an end to the settlement. It was proved that according to Austrian law it was competent to a husband and wife to revoke a marriage contract, notwithstanding the birth of issue. The plaintiffs, Mr. and Mrs. Viditz and others, claimed a declaration that the settlement created by the deeds of 1864 and 1880 had been got rid of by the transaction of 1893, or, alternatively, they asked for rectification of the settlement so far as it went beyond the articles, and in particular they asserted that the settlement, if binding at all, was only binding to the extent of the funds actually in the hands of the trustees, and that it was competent to the lady to repudiate the settlement so far as the £5,000 and the legacy were concerned.

June 14.—COZENS-HARDY, J.—The settlement is obviously in English form, and must be treated as governed by English law without reference to the formalities or the substantial provisions which would have been required either by the law of Austria or of Switzerland: see *Van Grutten* v. *Digby* (31 Beav. 561). The first question which arises for my decision is this—What was the effect of the deed of 1864 executed by Mrs. Viditz while a spinster and a minor? So far as I am concerned this is settled by authority which is binding upon me. In *Edwards* v. *Carter* (1893, A. C. 360) it was decided by the House of Lords that a covenant in a marriage settlement by a male infant is voidable and not void, that it is not necessary to shew ratification or confirmation by the infant after attaining majority, and that unless he repudiates within a reasonable time he is absolutely bound. In *Re Hodson* (38 SOLICITORS' JOURNAL 457, 42 W. R. 531; 1894, 2 Ch. 421), Chitty, J., applied this doctrine to the case of a covenant by a female infant. In the present case it is clear that, if actual intention to ratify or confirm was necessary—although I hold it to be unnecessary—such intention is abundantly proved. In my judgment it is wholly unnecessary to consider whether, according to the law of Austria, Mrs. Viditz could have made a new disposition of her property at the time when she ratified and confirmed. The question is, Was there repudiation within a reasonable time, and not, has there been ratification or confirmation? To the extent, therefore, of the sums of money received by the trustees in 1870 and 1882, I think the settlement of 1864 is binding, and the attempted revocation in 1893 is inoperative. It remains to consider whether the £5,000 payable under the compromise and the legacy under the will of 1892 are, or whether either of them is, bound by the settlement. As to the £5,000, it is urged that Sir George Jessel in *Smith* v. *Lucas* (30 W. R. 451, L. R. 18 Ch. D. 531) held that the right to repudiate exists during the coverture, and may be exercised from time to time in respect of any property which may fall in. But this seems to me to be inconsistent with the decision of the House of Lords in *Edwards* v. *Carter*—see especially the observations of Lord Herschell at p. 365. I prefer to treat the £5,000 as bound in equity by the covenant in the deed of 1864. Reliance was placed by counsel for the plaintiff on the case of *Cooper* v. *Cooper* (L. R. 13 App. Cas. 88, 36 W. R. Dig. 98), and especially upon a passage in the judgment of Lord Watson at p. 106. The contract in that case did not dispose of the property of the widow, and was probably not for her benefit. Lord Watson's observations were not necessary for the decision of the case. As Lord Macnaghten observed at p. 108, "*Primâ facie*, Mrs. Cooper was not bound by the settlement. *Primâ facie*, it was voidable by her, and she has elected to avoid it. It is not alleged that she has done any act to confirm it, if not binding upon her at the time of its execution." I do not think there is any inconsistency between *Cooper* v. *Cooper* and *Edwards* v. *Carter*. I may add that Lord Watson was a party to the decision in *Edwards* v. *Carter*. As to the legacy, different considerations apply. It is expressly excepted from the covenant to settle after-acquired property in the articles of 1864. It is only covered by the wider covenant in the settlement of 1880. At that date Mrs. Viditz was a married woman. The deed of 1880 was invalid according to Austrian law and according to French law. And according to the law of England at that date it was also inoperative as to future separate estate. The deed of 1880 goes beyond the articles of 1864 in a material respect. Rectification was asked at the bar, though this relief is not distinctly included in the claim. I do not understand that, assuming the articles of 1864 to bind Mrs. Viditz, any objection is raised to the terms of the deed of 1880 except in respect of the covenant. I therefore propose to rectify the settlement of 1880 by expressly excluding all pecuniary legacies. I think I shall be justified in directing the trustees to pay the costs of the plaintiffs as between solicitor and client and to retain their own costs and costs, charges, and expenses properly incurred out of the trust estate standing in their names.—COUNSEL, *Eve*, Q.C., and *Micklem*; *Hughes*, Q.C., and *Ingpen*; *G. D. Lynch*. SOLICITORS, *Kearsey, Hawes, & Walsh*; *Blount, Lynch, & Petre*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

MARDELL *v.* **CURTIS.** Cozens-Hardy, J. 15th June.

LANDLORD AND TENANT—LEASE—CONSTRUCTION—AGREEMENT TO LET AT YEARLY RENT AND NOT TO TERMINATE TENANCY OF TENANT OR HIS WIFE.

On the 29th of September, 1873, William Feast and the defendant signed an agreement for a lease, which ran as follows: "Memorandum.—That I, William Feast, agree to let to Charles Curtis" a certain house "at a yearly rent of £32, the said Charles Curtis paying all rates and taxes except property tax, and the said premises shall not be used in such a manner so as to be a nuisance or annoyance, or the risk of insurance in any way increased, and I agree if the said conditions be kept and the rent paid on the usual quarter-days, that I will not raise the rent of the said premises nor terminate the said tenancy of the said Charles Curtis or his wife." The defendant then took possession of the premises and duly paid to Feast the said rent of £32 and the rent under a subsequent agreement, by which the said rent was increased, but the said agreement of the 29th of September, 1873, in other respects, was not affected, until March, 1897, when Feast sold the premises to the plaintiff with notice that the defendant was tenant. On the 25th of March, 1898, the plaintiff gave the defendant six months' notice to quit, which was not complied with. The plaintiff thereupon brought ejectment, and the defendant counterclaimed for specific performance of the agreement of the 29th of September, 1873, by the grant of a lease of the premises for the lives of himself and his wife, who was alive. It was contended for the plaintiff that the tenancy was only a yearly one, which had been duly determined, and that the agreement not to terminate was merely personal and passed no estate in the land, and *Duxbury* v. *Sandiford* (78 L. T. 230, 46 W. R. Dig. 85) was relied on. It would, however, appear that this case was reversed on appeal (see W. N., 1898, p. 161—Court of Appeal, Record of Business—Wednesday, November 30).

COZENS-HARDY, J., held, on the construction of the agreement, that it contained words of demise for the lives of the defendant or his wife, and that he was entitled to the lease which he claimed.—COUNSEL, *Ashton Cross*; *George Wallace*. SOLICITORS, *John Clear*; *Wainwright & Co.*

[Reported by J. F. WALEY, Barrister-at-Law.]

DIXON *v.* **WINCH.** Cozens-Hardy, J. 19th June.

MORTGAGE—TRANSFER—NOTICE—NEGLECT OF TRANSFEREE OF LEGAL MORTGAGE TO GIVE NOTICE TO MORTGAGOR—SALE BY MORTGAGOR AND MORTGAGEE WITHOUT DISCLOSING MORTGAGE—FRAUDULENT RETENTION OF PROCEEDS BY MORTGAGEE—SATISFACTION OF MORTGAGE.

By a deed dated the 14th of July, 1886, land at Harlow was conveyed in fee to Dent, a solicitor. By deed dated the 24th of March, 1892, Dent conveyed part of this land to Winch. Winch built on his land and, by deed dated the 11th of January, 1893, mortgaged land and buildings to Dent to secure £350 and interest. On the 16th of January, 1893, Dent transferred his mortgage to Miss Ellman, a defendant in the above action. She received and retained the conveyance to Winch, and the above mortgage with the transfer to herself endorsed thereon, but notice of the transfer was not given by her to Winch. Dent paid her interest on the mortgage debt until 1898, when he absconded. It was then discovered that by a deed dated the 15th of September, 1893, and made between Dent, Winch, and the plaintiff, after reciting that Dent being seised for an unincumbered estate in fee simple in possession agreed to sell to Winch for £100, but no conveyance had been executed, and also reciting that Winch had erected houses and agreed to sell them to the plaintiff for £685, Dent and Winch, in consideration of £100 and £585 paid to them respectively, conveyed to the plaintiff part of the mortgaged premises. By another deed dated the 25th of April, 1894, and made between the same parties and containing similar recitals, the rest of the land was, in consideration of £375 paid to Winch, conveyed by Dent and Winch to the plaintiff. No investigation of title was made on behalf of the plaintiff, the arrangement being that she was to have a free conveyance prepared by Dent and to accept Winch's title from him. Dent, to whom the purchase-money for the first purchase was paid, retained £451 10s. for principal, interest, and costs said to be due to him from Winch. It was not alleged that the plaintiff had notice of Ellman's mortgage, and Winch denied knowledge of the transfer to her. The question was upon whom the loss due to the fraud of Dent, from whom nothing could be recovered, ought to fall.

COZENS-HARDY, J., considered it was clear that Dent was Winch's solicitor throughout, and that by executing the two conveyances to the plaintiff containing recitals which must be treated as false to Winch's knowledge, Winch had been the real occasion of the fraud. Dent was Ellman's solicitor in the transfer, and the only negligence on her part was the omission to give Winch notice of transfer. His lordship thought that Dent was the plaintiff's solicitor in the two conveyances: see *Hewitt* v. *Loosemore* (9 Hare 449). The plaintiff acquired by her conveyance only an equity of redemption subject to Ellman's mortgage, whether she had or had not notice of the mortgage. But the plaintiff contended that nothing was due on Ellman's mortgage, because Winch in September, 1893, paid off Dent, the mortgagee, without notice or knowledge of Dent's transfer: see *Matthews* v. *Wallwyn* (4 Ves. 118), *Williams* v. *Sorrell* (*Ib.* 389), *Norrish* v. *Marshall* (5 Madd. 475), and *Allen* v. *Lord Southampton* (29 W. R 231, 16 Ch. D. 178). But the money which was said to have been paid by Winch to Dent in satisfaction of the mortgage was part of the purchase-money procured by the solemn statement in the conveyance by Winch and by Dent that there was not any mortgage and that there never had been any mortgage. His lordship declined to apply the principle invoked by the plaintiff to such a case. He was not satisfied how the £451 10s. was arrived at. He could not treat Winch as an innocent and perfectly honest

mortgagor making a payment to the mortgagee in good faith for the purpose of redeeming his mortgage. He could not recognize the retention by Dent of the £451 10s. as equivalent to a payment off of the mortgage for £350 without notice of the transfer. It was not necessary to decide whether the plaintiff was to be affected with the knowledge which her solicitor Dent had of Ellman's security. The result was that Ellman's mortgage was a valid subsisting charge for £350 with interest and costs.—COUNSEL, *Eve*, Q.C., and *Christopher James*; *Hughes*, Q.C., and *W. G. Hayter*; *Micklem* and *Harman*. SOLICITORS, *Druces & Attee*; *West, King, Adams, & Co.*; *C. F. Ingham*.

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

JEFFREY *v.* **WEAVER**. Div. Court. 15th June.

LICENSED PREMISES—KEEPING HOUSE OPEN AFTER HOURS—DOORS CLOSED AND LOCKED—CUSTOMERS AFTERWARDS SEEN TO LEAVE THE PREMISES—LICENSING ACT, 1874 (37 & 38 VICT. c. 49), s. 9.

Special case. Appeal by informant from a decision of the justices for the county of Worcester, who had refused to convict Weaver, a licensed victualler, of having kept open his house during prohibited hours. The case stated that the appellent was superintendent of police for the parish of Bromsgrove, in the county of Worcester; and the respondent was licensed to sell intoxicating liquors for a house known as the Sampson Inn, Worcester-street, in that place. It was proved that on the 21st of February the police saw a man named Harford go into the inn at about ten at night, the closing time of the house being eleven o'clock. At 11.35 the police officer heard talking at the bar. Later on still he found a door open for the purpose of a man who was "swilling" the floor. He went in and found Harford and a man named Dufty at the bar, where the respondent's wife was handing to them whisky and soda. It was said that they were there upon the invitation of the respondent's wife, that they were friends, were going to stay there that night, and had taken beds. The two men had been supplied with liquors as ordinary customers between ten and eleven o'clock by the respondent's wife. It was further stated by the police that at 1.25 the respondent's wife opened the front door, and after looking up and down shut it and locked it, the two men Harford and Dufty having come out and run down the lane. When the police officer called the respondent's attention to this, he said, "I can't help it, it is my wife's fault." The justices, when the summons came on before them, were of opinion that they were bound by the decisions in *Tennant* v. *Cumberland* (1 E. & E. 401) and *Jefferson* v. *Richardson* (35 J. P. 470), and that to establish a charge of keeping open a licensed house there must be evidence that the outer door was open or ajar or that someone was ready to open it and admit when notice was given by a customer. In the present case it was admitted that both the outer doors were locked at 11.25; and therefore the justices dismissed the summons upon the ground that there was no evidence that the house had been kept open, and they gave their determination against the present appellant without calling for or hearing any evidence on behalf of the respondent. The question submitted to their lordships was whether there was any evidence of keeping open the house during prohibited hours. For the appellant it was submitted that there was clearly evidence of the house having been kept open for the purpose of carrying on the trade of the house. On behalf of the licence-holder it was pointed out that under the statute a victualler could be charged either with selling during prohibited hours, or with keeping open his house during such time, and the present proceeding seemed to be an attempt on the part of the police to get rid of the difference between these two offences. There was here no evidence of this house having been open for the purpose of giving access to outsiders to go in and get drink. In *Tennant* v. *Cumberland* (*ante*) the house was found closed, and it was held that, though a man was found there at 2 a.m. on Sunday, there was no evidence of keeping open the house, or that the man there had not been let in on the previous Saturday night. Crompton, J., in that case said it was a wrong offence that was charged; it should have been that of serving during prohibited hours; for there was no evidence of the house having been kept open during the prohibited hours. In *Jefferson* v. *Richardson* (*ante*) also the Queen's Bench held that there was not sufficient evidence to support the conviction for keeping open, though there might have been sufficient evidence as to wrongful selling. Counsel also referred to *Finch* v. *Blundell* (26 J. P. 71), *Thompson* v. *Gregg* (34 J. P. 214), *Brewer* v. *Shepherd* (36 J. P. 373), and *Briden* v. *Heighes* (1 Q. B. D. 330), and submitted that the present appeal could not be supported, and that the two offences of wrong selling and of keeping open were clearly distinguishable. Counsel for the appellant in reply said he did not dispute that what the statute meant by closing was the excluding of all persons who ought not to be in the house. The Legislature in the Act of 1874 used the phrase "open" and also "keeping open," and "keeping open" meant continuing to carry on the trade of the house. The court upheld the decision of the justices.

GRANTHAM, J., felt that there was considerable difficulty in the case, but he thought that the safer view to take was to hold that the opening or keeping open must have the ordinary interpretation given to them—that was, that the house must be open or kept open for the purpose of people going in and not merely for the purpose of serving people already there. If people stayed to have drink after proper hours, that would constitute another offence. Here the people were proved to have been in the house before closing time, and it was admitted that the house was in the ordinary sense closed, for both doors were locked and the police could not get in at either of them, and they would not have got in but for the man who was engaged in swilling the floor. Taking the facts as admitted, he thought that the house was not open or kept open in the ordinary sense for people outside to go in, and that they ought not to hold that there was any keeping open within the statute.

BRUCE, J., delivered judgment to the same effect. Appeal dismissed with costs.—COUNSEL, *Amphlett*, Q.C., and *Sidney Clerk*; *J. B. Matthews*. SOLICITORS, *Clarke & Blundell*, for *S. Thornely*, Worcester; *Thomas White & Sons*, for *J. & F. Holyoake*, Bromsgrove.

[Reported by ERSKINE REID, Barrister-at-Law.]

THE LONDON COUNTY COUNCIL *v.* **HOLZAPFELS COMPOSITION CO.** Div. Court. 14th June.

PETROLEUM ACT, 1871 (34 & 35 VICT. c. 105), s. 3—COMPOSITION CONTAINING PETROLEUM.

It was held in this case that a composition which contained petroleum as one of its ingredients was petroleum within the meaning of section 3 of the Petroleum Act, 1871, and that, if such composition failed to pass the test referred to in the section, the substance was petroleum to which the Act applied. The question arose upon a case stated by a Metropolitan police magistrate upon the hearing of an information made by the appellants against the respondents, charging them with keeping a quantity of petroleum to which the Petroleum Acts of 1871 and 1879 applied otherwise than in pursuance of a licence given by the local authority. The following facts were proved: The respondents are manufacturers of a substance known as Holzapfels, a composition which is used for coating ship's bottoms. Their works are at Newcastle-on-Tyne, but they have premises at Robin Hood-lane, in the county of London. On the 7th of December, 1898, there was kept upon the premises at Robin Hood-lane a quantity of the composition. It was contained in 109 steel drums hermetically sealed. The composition contained about 33 per cent. of petroleum oils and about an equal quantity of oil mixed with pigments, gum, &c., into the form of a paste, paint, or composition. Twenty-five per cent. of the petroleum oils used in the composition would, when the composition was tested in the manner set forth in Schedule I. of the Petroleum Act, 1879, give off an inflammable vapour at a temperature of 73° Fahrenheit. The respondents held no licence for keeping petroleum at their premises in Robin Hood-lane. The magistrate dismissed the information upon the ground that the composition was not petroleum within section 3 of the Petroleum Act of 1871, and upon the ground that it was neither an oil nor a product of petroleum, nor of any of the oils mentioned in the section. He also held that petroleum was not present in sufficient quantities to make the composition petroleum. Section 3 of the Petroleum Act, 1871, provides as follows: "For the purposes of this Act the term 'petroleum' includes any rock oil, Rangoon oil, Burmah oil, oil made from petroleum, coal, schist, shale, peat, or other bituminous substance, and any products of petroleum or any of the above-mentioned oils; and the term 'petroleum to which this Act applies' means such of the petroleum so defined as, when tested in manner set forth in Schedule I. to this Act, gives off an inflammable vapour at a temperature of less than 100 degrees of Fahrenheit's thermometer." The Act of 1879 altered the flash-point from 100 degrees Fahrenheit to 73 degrees. Section 7 enacts that "petroleum to which this Act applies shall not be kept except in pursuance of a licence given by" the local authority. It was contended for the appellants that the composition did not cease to be petroleum because it was mixed with other substances. *The Pharmaceutical Society* v. *Ormson* (1894, 2 Q. B. 720) was cited.

THE COURT (GRANTHAM and LAWRANCE, JJ.) allowed the appeal, remitting the case to the magistrate to convict, on the ground that the composition came within the definition in section 3 of the Act, and remained petroleum notwithstanding other substances were mixed with it; and that, since it had been proved to be dangerous, it was petroleum to which the Act applied, and the appellants, having no licence for keeping such petroleum, ought to have been convicted of an offence against section 7.—COUNSEL, *Avory*; *Atherley Jones*, Q.C., and *F. Newbolt*. SOLICITORS, *Blaxland*; *Stokes & Stokes*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Bankruptcy Cases.

Re **DRIVER**. *Ex parte* **THE OFFICIAL RECEIVER** *v.* **PLATT**. Wright and Bigham, JJ. 27th March; 15th June.

BANKRUPTCY—EXECUTION—NOTICE BY LANDLORD OF CLAIM FOR RENT—8 ANNE c. 14—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 11.

This was an appeal from a judgment of his Honour Judge Coventry in the County Court of Blackpool. The facts were as follows: Upon the 15th of November, 1897, the sheriff took possession of the goods of the debtor under a writ of *fieri facias*; and on the 18th of November he received notice from the landlord that the sum of £42 was due to him for rent. The sheriff did not require the execution creditor to pay the rent, or pay it himself, but proceeded with the execution, and sold some of the goods on the 23rd of November. On the 24th of November he received notice that the debtor had presented a petition in bankruptcy, and asked the official receiver's leave to sell the remainder of the goods. A receiving order was made against the debtor on the 25th of November, and on the next day the official receiver telegraphed to the sheriff to sell on his behalf. On the 29th of November the official receiver gave the sheriff formal notice of the receiving order and claimed the proceeds of the sale. The sheriff having sold the remainder of the goods, informed the official receiver of his intention to pay £42 to the landlord before handing over the proceeds to

the official receiver. The official receiver thereupon moved in the county court for an order directing the sheriff to hand over the whole of the proceeds after deducting the costs of the execution. The county court judge held that the sheriff was entitled to pay the landlord out of the proceeds of the sale before handing them over to the official receiver. The official receiver appealed, and the case was argued on the 27th of March, 1899, when judgment was reserved.

June 15.—WRIGHT, J., now delivered the judgment of the court as follows: In this case the sheriff levied on the 15th of November, 1897, to satisfy a judgment for £74 and costs. On the 18th of November he had notice of the landlord's claim of £42 for rent. Before any sale the sheriff promised the landlord that the rent should be paid, and the landlord thereupon assented to the execution proceedings. On the 23rd of November some of the goods were sold, and on the 24th the debtor presented his own petition, and the sheriff had notice of it and wrote to the official receiver for leave to sell on his account. On the 25th of November a receiving order was made, and there was an adjudication. The same day the official receiver assented to the sale going on on his account. On the 29th of November the official receiver gave notice to the sheriff of the receiving order, and on the same day the sale was completed. The sheriff has paid the landlord and tendered the balance to the official receiver, and the question is whether the sheriff must not account to the official receiver for the whole net proceeds of sale after deducting costs of execution, but without deducting the sum paid to the landlord. This case differs from the case *Re Neill Mackenzie* (reported below) in the important particular that here the sheriff had notice of the landlord's claim before any sale and before he had notice of the petition or receiving order. And if the case had not been complicated by the communications which passed between the sheriff and the official receiver, the sheriff might, as it seems to us, either have protected himself and the landlord by giving notice as in *Cocker* v. *Musgrove* (9 Q. B. 223), and declining to proceed with the execution until the landlord had been satisfied, or have justified payment to the landlord as a statutory deduction from the proceeds of the execution. The Bankruptcy Act, 1883, s. 42, allows a landlord to distrain even after bankruptcy, though now only for six months' rent. The execution until it is withdrawn prevents an actual distress (*Wharton* v. *Naylor*, 12 Q. B. 673), but this seems to be no ground for depriving the landlord of the benefit of the statute of 8 Anne to the extent at least to which the Bankruptcy Act intends that he shall retain his privilege. But here, after notice of the bankruptcy, the sheriff asked and obtained the leave of the official receiver to complete the execution on his account, giving to the official receiver no intimation of the landlord's claim; and the sale was not completed until after notice of the receiving order, and then only by virtue of the official receiver's consent, in the absence of which the sheriff could not have proceeded with the sale: sub-section 1 of section 11 of the Act of 1890. Under these circumstances it seems to us that the sheriff could sell only on the terms on which he obtained the official receiver's leave to sell—namely, on the terms of selling on account of the official receiver. We think there must be judgment for the official receiver with costs. Appeal allowed; leave to appeal granted.—COUNSEL, *Muir Mackenzie; P. Rose-Innes.* SOLICITORS, *Solicitor to the Board of Trade; Wilson, White, & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **NEILL MACKENZIE.** *Ex parte* **THE TRUSTEE** *v.* **THE SHERIFF OF HERTFORDSHIRE.** Wright and Bigham, JJ. 12th and 15th June.

BANKRUPTCY—EXECUTION—NOTICE BY LANDLORD OF CLAIM FOR RENT—8 ANNE, c. 14—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 11.

This was an appeal against a decision of his Honour Judge Paterson in the county court at Edmonton. The facts were as follows: Upon the 18th of August, 1898, a writ of *fieri facias* was issued under which the Sheriff of Hertfordshire levied upon the goods of the debtor upon the following day. The sheriff sold the goods on the 14th of September, and on the 16th of September received notice that a bankruptcy petition had been presented against the debtor. On the 6th of October the sheriff received notice from the landlord that one quarter's rent, amounting to £32 10s., was due. He received notice that a receiving order had been made upon the 12th of October and that the debtor had been adjudged bankrupt upon the 15th of October. Upon the 22nd of October he paid the landlord the sum of £32 10s. claimed by him and handed the balance over to the official receiver. The trustee in the bankruptcy subsequently applied by motion in the county court for an order directing the sheriff to pay over to him the said sum of £32 10s. The county court judge held that the sheriff had been wrong in paying the landlord after notice of proceedings in bankruptcy, and ordered him to pay the sum of £32 10s. to the trustee. The sheriff appealed, and the case was argued on the 12th of June, when judgment was reserved.

June 15.—WRIGHT, J., now delivered the judgment of the court as follows: In this case goods of the debtor were taken in execution under a writ of *fi. fa.* on the 19th of August, 1898, and sold on the 14th of September. There was no previous act of bankruptcy. On the 16th of September the sheriff had notice of a bankruptcy petition against the debtor, on the ground of non-compliance with a bankruptcy notice which had expired on the previous day. On the 6th of October the sheriff, who still held the proceeds of sale, received notice of the landlord's claim for £32 10s. for a quarter's rent. On the 12th of October he had notice that a receiving order had been made against the debtor. On the 22nd of October he paid the landlord and handed the balance to the official receiver. The question is whether he was right in paying the landlord. Under the statute of 8 Anne, c. 14, s. 1, as it has been construed for a great number of years, the sheriff, if he has notice of the landlord's claim before he has paid the execution creditor, is ordinarily bound to satisfy or obtain the satisfaction of the landlord's claim (*Yates* v. *Rutledge* (5 H. & N. 349), and the cases there cited, and *Cocker* v. *Musgrove* (9 Q. B. 235)), and if the proceeds of sale are not more than enough to satisfy that claim and the expenses of the execution, or in so far as that is the case, he may return *nulla bona*: *Wintle* v. *Freeman* (11 A. & E. 539), *Cocker* v. *Musgrove* (9 Q. B. 235). Therefore, apart from the bankruptcy, the sheriff was not wrong in paying the landlord. Under the Bankruptcy Acts, 1883 and 1890, an execution is not invalidated by the bankruptcy of the execution debtor, but it enures, if uncompleted, for the benefit of the creditors generally. Where, as in the present case, the execution is in respect of a judgment for more than £20 and the goods have been sold, the sheriff is to hold the proceeds of sale for fourteen days, and if within that time notice is served on him of a bankruptcy petition having been presented, and if a receiving order is made on that or any other petition of which he has notice, he is to pay the money less the costs of the execution to the official receiver or the trustee in bankruptcy: sub-section 2 of section 11 of the Bankruptcy Act, 1890. Here, within the fourteen days he had such notice of a petition, and a receiving order was made upon it, and *primâ facie* the money ought to have been paid to the official receiver. It was not until after the sale and after the sheriff had notice of the petition that he had any notice or knowledge of the landlord's claim. Under these circumstances, it seems to us that the landlord was too late in making his claim after sale and after the sheriff had notice of the petition. Before he asserted his right at all the title of the official receiver had become complete, conditionally upon a receiving order being made as it was afterwards made. This appeal must be dismissed with costs. With regard to the case of *Re McCarthy* (L. R. Ir. 7 Ch. D. 473), cited on behalf of the sheriff, it is to be observed that in that case the landlord gave notice of his claim before sale and before the sheriff had notice of proceedings in bankruptcy; and we do not think that anything in that case is inconsistent with the view which we have taken. Appeal dismissed; leave to appeal granted.—COUNSEL, *Danckwerts; Muir Mackenzie* and *H. Lynn.* SOLICITORS, *Paterson, Snow, & Co; Wetherfield, Son, & Barnes.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

16 June.—WYATT DIGBY (Basinghall-street, London).
16 June.—ROBERT WOLFENDEN.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 13th day of June, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice KEKEWICH (1897—L.—No. 2,892).

Charles Ernest Long v. The Salocin Patent Carriage Wheel Co. (Limited).

HALSBURY, C.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

ANNIVERSARY FESTIVAL.

The thirty-ninth anniversary festival of the Solicitors' Benevolent Association was held on Friday, the 16th inst., at the Hotel Métropole, the Right Hon. the Lord Mayor of Birmingham (Mr. CHARLES GABRIEL BEALE) occupying the chair. Upwards of a hundred guests were present, including the following: The Hon. Mr. Justice Lawrance, Mr. Hugo J. Young, Q.C., Mr. C. B. Margetts (president of the Incorporated Law Society), Mr. Thomas Marshall (Leeds, chairman of the Board of Directors), the Hon. Alfred Lyttelton, M.P., Mr. Thomas Skewes-Cox, M.P., Mr. Augustus Helder, M.P., Mr. W. Melmoth Walters, Mr. Gray Hill (Liverpool), Mr. James S. Beale, Mr. Joseph Addison, Mr. E. Orford Smith (town clerk of Birmingham), Mr. C. T. Saunders (Birmingham), Mr. Arthur Wightman (Sheffield), Mr. Samuel Harris (Leicester), Mr. R. W. Tweedie (deputy-chairman of the Board of Directors), Mr. H. Morten Cotton, Mr. Sidney Smith, Mr. C. J. Blagg (Cheadle), Mr. N. J. Highmore (Assistant Solicitor to the Board of Inland Revenue), Mr. Harry Bevir (president of the Gloucestershire and Wiltshire Law Society), Mr. A. Pope (president of the Dorset Law Society), Mr. H. H. Carter (president of the Nottingham Law Society), Mr. J. B. Clarke, J.P. (Birmingham), Mr. M. S. Blaker (president of the Sussex Law Society), Mr. W. H. Hartley (president of the Burnley Law Society), Mr. H. C. Beddoe, J.P. (Hereford), Mr. C. H. Walsh, Mr. T. Llanwarne (Hereford), Mr. Thomas Rawle, Mr. G. P. Allen (Manchester), Mr. A. G. Beale, Mr. B. E. Johnson, Mr. H. Tyrrell, Mr. H. Woodward, Mr. G. A. Fisher, Mr. W. J. D. Andrew, Mr. Ernest Cleave, Mr. Grantham R. Dodd, Mr. J. Turner, Mr. T. J. Pittfield, Mr. W. A. Fedden (Bristol), Mr. E. J. Stannard, Mr. R. J. Nanco, Dr. A. H.

Burt, Mr. F. W. Field, Mr. E. W. Talbot (Kidderminster), Mr. E. E. Barron, Mr. H. M. Crookenden, Mr. M. A. Tweedie, Mr. Lionel W. Clarke, Mr. J. E. Stephenson, Mr. C. J. A. Walton, Mr. A. Neilson, Mr. A. J. Harris (Leicester), Mr. F. Bouskell, Mr. J. A. Collins, Mr. R. H. Purves, Mr. Lovel Smeathman, Mr. G. E. Tyrrell, Mr. H. R. Tyrrell, Mr. C. Mole, Mr. Henry Sutton, Mr. E. J. Sutton, Mr. Arthur F. Ridsdale, Mr. F. Lindsay Sutton, Mr. J. Stevenson, Mr. A. W. Read, Mr. A. E. Griffiths, Mr. M. H. Cotton, and Mr. L. F. Cotton.

The toasts of "The Queen" and "The Prince and Princess of Wales and other members of the Royal Family" having been proposed from the chair and honoured with the customary enthusiasm,

The CHAIRMAN proposed the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity continue to attend it." He said that there were two occasions on which the association had the opportunity of bringing its affairs before the profession—the one, he believed, generally took place during a very busy week in a provincial town at a time when the larger affairs of the Incorporated Law Society absorbed a great deal of attention. And probably that meeting was attended only by those who took an interest, a peculiar interest, in the affairs of the association. The other opportunity was the present annual festival, and, whatever might be the justification for always associating a banquet with benevolence, a custom which was so prevalent in this country, yet it was clear that this was the real opportunity for calling the attention of the friends of the association to its needs and requirements. There were numbers of benevolent and charitable associations which had the opportunity of advertising themselves. Either by reason of some large and important sphere of influence or by the very publicity of the work they had to discharge, they were always in evidence before us. But from the work done by the Solicitors' Benevolent Association it was not surprising that they went on from banquet to banquet without knowing anything of the labours of the directors in discriminating between the vast number of applications and distributing such relief as the funds enabled them to afford. People might be divided into two classes—one, those who were ready to claim any help and to parade their troubles before the public; and the other, those who would rather suffer in silence than lay the misery of their affairs before others; and he claimed that those who benefited by the society did, the greater part of them at any rate, belong to the latter class. He saw that out of 238 cases who had received relief during the past year 49 only appeared to be cases of relief afforded to solicitors personally. The other 189 were all cases of widows, or widows' sons and daughters or dependants. He thought they might be sure that all of these belonged to the second class of which he had spoken, or, to use a common expression, to a class that had seen better days. And if the bitterness of having to admit the failure, and possibly the weakness, of those who were dearest to them could be mitigated by the tact with which the society discharged its functions, then the very privacy of the work was one of its strongest and best features. Therefore there was no need of justification in that once a year legitimate pressure was put upon those members of the profession who had certainly not known the sorrows of necessity, and probably had never known the want of the luxuries of life. Attention was always being called to the rapid increase of the solicitors ranks as a profession. They saw term after term literally hundreds of men crowding into the profession, and the supply of articled clerks certainly exceeded the demand. They came into the profession rejoicing in the fact that there would be no more examinations for them during the term of their natural lives, and one wondered what became of them. In London the profession was so widely spread that it was, he supposed, impossible for its members to have any real knowledge of one another, except to a certain limited extent. This was also the case even in the larger provincial towns. A few years ago he should have said he knew every solicitor in Birmingham, at least by name, or, at all events, most of his brethren with any practice at all there. But he now found that he knew only a very small proportion of the solicitors of Birmingham. This led one to believe that a great many of those who came into the profession did find that, after all, they could get over that very difficult problem of making a practice for themselves. But he could not help thinking that this was not effected without a corresponding injury to some of the older men who for one reason or another found themselves unable to continue the fight, and this was especially true of a certain class. Whether from ill-health or advancing years or from any other cause they found themselves unable to give the attention they used to give to their business, from whatever reason it might be, they dropped out of the struggle. It had been his duty as returning officer for the City of Birmingham to conduct the many local elections, and on those occasions he had found that a very large number of gentlemen presented themselves to be sworn in as presiding officers at the various polling stations. They appeared to be what one might call the educated unemployed, and the same men turned up at every election. Among these men he saw several of his professional brethren, usually men advanced in years, whom he had formerly known to be in good practice and against whose characters he had never heard a single word. They were anxious to earn the very small fee paid on such occasions for a most laborious and, one would say, most distasteful day's work. One would think that in such cases the line of separation from absolute poverty was but very thinly drawn. Those present knew from the figures that the claims upon the Solicitors' Benevolent Association were yearly increasing. A glance at the association's report would shew that, and he did not propose to trouble them with any statistics. But he wished to point out that in the year ending the 30th of June last no less than £4,760 was distributed. This was by far the largest sum yet paid away in any one year. The amount which had been disbursed during the present year was £5,173. That was a proof that the demands upon the funds of the association were heavily increasing. This brought him to remark upon the obligations which all friends of the association were under to the directors. They knew that the directors must have the greatest possible difficulty in discriminating between the various cases which came before them. Anyone who had tried to do such work would know that there was a want of satisfaction in doing it, because it was almost impossible to give adequate assistance to a large proportion of the cases on whose behalf the demand was made. He was asked in Birmingham a short time since by a gentleman whom he had canvassed for a subscription whether the directors were very careful not to give relief in cases where misfortune was the result of misconduct. He (the Chairman) felt that he could not argue that question, but he thought the general answer should be that a benevolent society would forget its benevolence if it confined its benevolence only to the immaculate. There was no toast on the list which enabled them to acknowledge the services rendered by the directors. There was no name coupled with the toast which would permit him to mention those services. But it was not only the directors to whom the friends of the society owed their obligations, there were gentlemen in all the provincial towns who were doing their best for it. He might be guilty of an indiscretion if he named a gentleman in Birmingham who kept the solicitors up to the mark there, and he would therefore refrain from doing so. But there were gentlemen in the provinces who were always working on behalf of the association, and they were very necessary to its well-being, because those whom he was addressing knew perfectly well that subscriptions and donations did not come unless they were asked for. They were perhaps familiar with that somewhat common type of mind which was continually exercising itself in speculating as to the riches of its neighbour. It was a very simple amusement, requiring nothing more than a certain amount of gossip and a, to some extent, limited imagination. But he had never come across anybody who felt it his duty to speculate on the other side. To know how poor a man might be was something much less comfortable, and the knowledge was apt to leave behind it a sense of responsibility. But it was because of what the association had achieved that one could look forward with confidence to the future. He believed the fount of sympathy was there if they could only go the right way to work to tap it. When they knew that only 20 per cent. of their great profession were supporters of the Solicitors' Benevolent Association they might be sure that the supply was no means exhausted. He did not for one moment suppose that after-dinner advocacy was going to reach the gentlemen who did not support the association, and if it did he did not think it would do them any good. The work of the association must be done by those who had already shown such a devoted interest in its affairs by continually urging upon the members of the profession the claims of the association, and in this way he was sure its resources might be largely increased and they might hope that the wish expressed by the toast might thus, year by year, be more completely realised.

The toast was drunk upstanding and with three cheers.

Mr. J. T. SCOTT (secretary) announced among the subscriptions and donations the chairman's list, which reached a total of £727 14s., and included the following: The Chairman, £105; Mr. J. S. Beale, £52 10s.; Messrs. J. B. Clarke & Co., £26 5s.; Messrs. Johnson & Co., £25; Sir Geo. H. Lewis, £100; Messrs. Pinsent & Co., £52 10s.; and sixty other donations and seven annual subscriptions from Birmingham and the district. Other donations were: Mr. W. Melmoth Walters, £100; Mr. John Hollams, £50; Mr. H. Morten Cotton, £50; and Mr. A. Wightman (Sheffield), £91. These amounts made, together with collections sent in by stewards, a total sum of upwards of £1,650.

Mr. GRAY HILL (Liverpool) proposed the health of "The Houses of Parliament." He observed that in bringing this toast forward it would not be improper, at any rate it was not unnatural, to consider in the first instance how they as professional men stood towards the Houses of Parliament and what the Houses of Parliament had done for them. The Houses of Parliament had not forgotten their first duty in providing funds for Her Majesty's Government by visiting solicitors with a fair share of taxation. They seized upon the young aspirant about to enter the gates of the profession and said, like Gehazi, "Let me run after him and take something from him," and they subtracted from his pockets the substantial sum of £80. But knowing that when he had passed those portals he would forget that expenditure, and being perhaps desirous, owing to the great increase in the profession, of discouraging others from entering it, the Houses of Parliament proceeded to take something further from him before he was allowed to earn his daily bread, £6 being required annually from those who dwelt in the provinces and £9 from those who enjoyed the sunshine of London. And the evil which was done to solicitors by Parliament did not stop there, and he was credibly informed by those who attended its debates that Parliament had found occasion sometimes to speak of solicitors disparagingly when there had been a matter before them such as the Land Transfer Act, upon which solicitors thought they knew something and that Parliament did not know very much. Parliament had told the solicitors that they were seeking their own advantage and that they must be silent. Well, sufferance was the badge of all their tribe. They said nothing, they paid, and smiles even appeared upon their countenances. And why was it that they performed the last little act? Well, the Legislature occupied themselves in passing Acts of Parliament, and occasionally they expressed their intentions in language which was so difficult of comprehension that solicitors were called upon to help in the process by which their meaning was elucidated. For example, what a piece of legislation was the Workmen's Compensation Act; in form how admirable and how clearly expressed! And it was for solicitors to ascertain what was the meaning of this quintessence of legislative ability. What a compliment was it to their profession that they could understand it, and what a satisfaction it was to earn what he was sure those present would admit was as

insufficient remuneration to compensate them for their anxiety of mind in labouring, by due instructions and briefs to their friends who wore and adorned the wig and by whom the wig was adorned, to hand over to the bench the difficulty of assigning a certain meaning to that which was produced by confusion of thought, and of solving the strange conundrums which that Act puts forth. To deal only with that portion with which he was himself somewhat familiar—to say, for example, whether and when and if at all a ship is a dock, under what circumstances a quay is a factory, and when a seaman is not a seaman, to impute intention when the circumstances were such that if they had not this bland and comfortable satisfaction within themselves, if he might use the language of Macbeth:

"Function
Is smother'd in surmise, and nothing is
But what is not."

He trusted that such statutes would be stretched out to the crack of doom. But it was the Commons of the Houses of Parliament who had most distinguished themselves in this respect. There was another House of which it had been said there were some who would end it, some who would mend it, and only a few who would leave it as it is. He was one of the few. Perhaps it would last some time longer and continue to give evidence of power and sensible, quick, and ready work, not always to be seen in the other branch of the Legislature. He had indulged in his little British, his little professional grumble, but he never could sympathise with the man who could not look in public matters beyond the narrow limits of his profession. Parliament was our great inheritance, the great power handed down from our ancestors by which we had acquired not only dominion abroad, but freedom, knowledge, happiness at home; and believing, as he did, notwithstanding all drawbacks of the present time, that never in the history of our race was there a period when patriotism and public spirit ruled higher than at the present day, that never were there better intentioned and more honest men in both branches of the Legislature than there were at present, he might say that whatever drawbacks Parliament might suffer from in the future, Parliament would grow with our growth and strengthen with our strength.

The Hon. ALFRED LYTTELTON, M.P., in returning thanks, observed that there were certain disadvantages attendant upon doing so for the Houses of Parliament in the case of a member of the Lower House, who was, of course, embarrassed with a constituency. He could have wished that some member of the House of Lords were here to acknowledge the compliment that had been paid to them by Mr. Gray Hill. It was only a day or two ago that the Chancellor of the Exchequer in the House of Commons had been pleased to say, "Thank God, there is a House of Lords." And the occasion on which he had propounded that sentiment of gratitude was in connection with the London Government Bill, and more especially in connection with that important constitutional question whether the ladies of London should or should not be alderwomen. Until that question had been decided by the House of Lords, having regard to the number of ladies there were in Warwick and Leamington, he must beg them to excuse him from indulging either in the language of eulogy or the reverse in regard to the House of Lords, for it might be a most embarrassing matter in the future if he were to pin himself either to admiration or to distrust of that proceeding of the Legislature. He turned, therefore, to the House with which he was more familiar—to the House of Commons; and he must frankly avow that—perhaps because of the fact that they turned out so much legislation which was a source of profit to himself and to the profession generally—he was a devoted adherent of that assembly. But as that reason would not be perhaps an adequate one in dealing with the toast, he might say that he had had the honour the other day of introducing to one of the best debates of this Session a distinguished American friend of his, and at the close he asked him what he thought of it, and with that deliberate candour characteristic of his nation, he said, "Sir, I thought your speaking abominable, but your audience was magnificent." He (Mr. Lyttelton) had thought of this since and reflected how it was that that was so, because as a rule the audience criticized the speaker. But he was bound to say that the American's criticism of speeches in the House of Commons was only too well justified. How ill it compared with the admirable speeches he had listened to this evening from distinguished members of the profession who were present. He did not quite understand how it was, but he had been reflecting since hearing those speeches of the advantages which members of the profession enjoyed. He supposed their oratorical power was based largely on their practice. Clients came to them and unfolded their real or imaginary sufferings and asked them to find a cure for them. Sometimes the solicitor was able to furnish the necessary remedy, sometimes, might he respectfully say, they were probably not able to do so. But at any rate the topic with which they had to deal was a serious topic, and it was natural for them, and they had much practice in it, to speak with seriousness and with impressiveness upon the subject. And inasmuch as the audience was a client, he was deeply interested in the topic, and as he formed the subject of that conversation the solicitor was always certain at any rate of one deeply enthusiastic listener. Let them compare their happy fortune with that of the barrister or the Member of Parliament. The barrister was demoralised by having to address unsympathetic and constantly interrupting judges. His perorations were impaired by a scarce concealed *ennui* on the part of the judge. And when he came to speak in the House of Commons he finds himself before an audience the most critical in the world and unquestionably they were so far from desiring to hear him that they were all burning to address him themselves.

Mr. W. MELMOTH WALTERS submitted the toast "The Bench and the Bar," which he observed was not unknown in legal assemblies. They were assemblies which knew the subject-matter and were able to appreciate the advantage and the abilities of the bench and the bar. It was perhaps suitable that this toast should come after that of the Houses of Parliament. The makers of the law took precedence of the administrators of the law, but he was one of those who thought that in some cases the administration of the law was a more important matter than the making of the law. And he was assisted in his contention in that respect, when he contended for priority of interest in his toast, by the very faint praise with which Mr. Gray Hill had damned the Houses of Parliament. He (Mr. Walters) thought Pope hit the right nail upon the head when he said—

"For forms of government let fools contest;
Whate'er is best administered is best."

Perhaps, put in another shape, this came to the same thing. A wise man was reported to have said in the days of antiquity that if he had the making of the people's ballads he would not much care who made the laws. It was the practical thing which came home to the people, it was the way the law was administered and brought home to the people that vindicated the majesty of the law and preserved the objects of law and order in the country. They had before them two classes of administrators, the bench and the bar, and amongst lawyers he need not go largely into the matter. It was conceded on all hands that in the bench at the present time the law maintained its traditions of old. We had been blessed with a long and almost uninterrupted succession of able and impartial judges of great integrity—might that long continue—and he thought the present generation yielded not to previous ones. We wanted in our bench not only integrity but learning; but we wanted most of all integrity. That was the item, he thought, we possessed in a higher degree than anything. He thought that no whisper had been breathed against the integrity of the bench, certainly within living memory. And we had to go back far to find a member of the bench betraying his trust. But we wanted also learning, though that was a secondary consideration. The great thing was to feel that the bench before which they practised was a bench to be depended upon, and that it would honestly do its best to do justice between man and man. We could not all expect the judges—for they were mortals like everyone else—to be always right, and it invariably happened that one of the litigants thought the judge was wrong—that was within his own experience. But when the decisions of the judges were averaged he believed it would be found that administration of the laws stood unrivalled; and that was appreciated, he thought, by the general public. And the general public shewed their appreciation by putting a high value upon the bench. The general public insisted upon having upon the bench men of learning, men of integrity, and they knew that neither of these characteristics would be present unless the judges were put in an independent position so that they sat with comfort upon the bench. Happily the judges were well paid; happily they had no need to take thought for the morrow, the morrow took care for the things of itself as far as regarded their daily necessities. He thought that if we compared our system of judicature with those of other countries, we came well to the fore. We had a recent illustration in a neighbouring country. There, he might say, almost the whole judiciary of the Government of France had been occupied in solving what we should call a most elementary point—namely, how far it was right to condemn a man upon evidence produced behind his back, and which evidence was, by the way, perjury. He thought that we had just cause to pride ourselves upon the members of the bench. That brought him to the second part of the toast, the members of the bar. Without a good bar the bench would not be so good as it was. The bar not only informed the bench, if that was possible, but the bar criticized the bench; the bar kept the bench in order. And the bar involuntarily created in fact a nursery for the bench, and having nurtured up members of the bar in the rudiments and the practice of the profession, they were then exalted to the bench to sit in judgment upon others. He had said the judge had no thought for the morrow. It was far otherwise with the struggling barrister. His was an anxious life. He had "To scorn delights, and live laborious days." He who lives to plead must plead to live, and that day by day; and so far from having no thought for the morrow, he was torn with anxiety as to whether the morrow would bring forth the briefs necessary for his daily existence. When he said the bar was necessary for the bench, he would not be taken as saying that it was the position of the advocate and the mind of the advocate which was always fitted for the judicial bench. The advocate might be a very good lawyer, but he might not have the judgment which was required for the bench. In selecting men for the bench it was necessary to choose not only the man who was most ingenious and most able to press the rules of law into his service, but the man who could see all sides with a judicial mind and come to a right conclusion. He thought that however much they might criticize the appointments which were made from time to time, that on the whole those who had the power of appointing had made a good selection. He had no hesitation, therefore, in commending the toast of "The Bench and the Bar." Long might they prosper, and might we never have inferior successors in future.

The Hon. Mr. Justice LAWRANCE returned thanks on behalf the bench. He said he was one of those who were rather inclined to be content with things as they are. He was not quite sure that every change which was made was for good, though no doubt changes were necessary. We heard from the Lord Chancellor that more judges were required—that might be, he did not know; but the present judges worked their time—not much more—which was allotted to them, and speaking for the division to which he belonged, he believed they were enough to do the business in that department. On the Chancery side he believed an addition was necessary, and we were promised by the Lord Chancellor that a new judge should be appointed. There were those who thought that whenever a case was ready for trial there ought to be a judge ready to try it. He was quite content with that view. But were they prepared for what must necessarily ensue upon the other side? Were they prepared to

see judges walking about in Regent-street with their hands in their pockets because there were no cases to try? He was quite ready to walk about in Regent-street if they insisted upon it that judges should live waiting like a trout for a May fly. In such circumstances necessarily there must be some part of their time which was unemployed, and they had heard a great deal to-night of criticism upon the Houses of Parliament; he had even heard criticisms upon some of the judges. It was good such criticism should be passed. A judge's life was passed in the eye of the public, and it was because that was so, and because the public had discovered that the judges generally were doing their duty, that the administration of the law might be said to be popular in this country at the present moment. The chairman had told them, and probably with great truth, that Englishmen were generally tolerably satisfied with their institutions. One would hardly think so if one listened to all the speeches made upon occasions of this kind. One might suppose that the House of Commons was hardly discharging its duties as it should. He knew something of the House of Commons. For ten years he had attempted to pass some laws, and by retribution it now fell upon him to endeavour to discover what he meant at the time. Anyone who had spent a long time in the House of Commons would only wonder with the system which was pursued that an Act of Parliament ever came into existence at all. Every word, every sentence, every motive was discussed, he might almost say distorted, by one side or the other, and the only wonder was that Act of Parliament bore it so well as it did. The time of barristers and of judges was taken up in discovering what gentlemen in the House of Commons really meant when they passed the Act, and they had to give sense to what in its language sometimes conveyed no sense whatever. They had to discover, so far as they could, what the House of Commons meant, and to give effect to it. But that all worked to the advantage of the profession; and, in view of what took place in the House of Commons, he could only wonder that Acts of Parliament were as perfect or as masterly as they turned out to be. One great thing, as far as the administration of justice was concerned, was the fact that every member of the bench had been a working member of the bar. It was a matter of very great importance that the judges of this land, instead of being a class by themselves, were those who had been members of the bar. We were said to be satisfied with our institutions. He believed there never was a system devised which was better calculated to render effective the administration of justice than that we have in this country. An incorruptible bench, a fearless and independent bar, and a highly educated and high-minded profession, the members of which he saw around him, all forming one great whole, every one a member of one great profession, was, in his judgment, more calculated to ensure the administration of justice than any system that could be devised.

Mr. Hugo J. Young, Q.C., returned thanks for the bar. He said this was an appropriate toast, because solicitors had a great deal to do with the health of the bar. There was nothing that made a man in such good health as when he was prosperous in his profession. If the solicitors did not patronize the members of the bar they might starve. In reference to the bar and to solicitors there was an expression they had probably often heard, but which he could never tolerate, which was that solicitors were sometimes spoken of as the lower branch of the profession. He never could possibly regard the solicitor branch as such. When they bore in mind that when a solicitor was admitted he had to pay £80, and that when a man became one of Her Majesty's Queen's Counsel he had only to pay £60, that seemed to shew that in the profession the solicitor branch was certainly the higher. The work which a solicitor had to do was often work which involved a responsibility that he as a barrister would rather prefer not to assume. Not only had solicitors to do work which barristers in a smaller degree only had to do—namely, family business and business connected with the large estates of this country, but they had in every case which came into the courts a very responsible duty to perform before it ever came into the hands of a barrister at all. It was perfectly true that they came to the barrister and they asked him to conduct the case for them in court. No doubt they expected him to argue the facts and to present to the court certain propositions of law which were constantly recurring to him, and which he was trained for the express purpose of arguing. They expected him to do that properly, they expected him to discharge that sometimes difficult duty of knowing what would go down with the judges. Very often it was found that solicitors from want of that steady training wished very many small points to be put which the barrister knew the judges had not the patience to listen to, and therfore it was expected the barrister should exercise a discretion in that respect. But these were points which occurred to the barrister over and over again in exactly the same sort of phase. But what was the duty of a solicitor? No two cases that came before him were exactly the same. He had different clients, they all had their different moods, their different whims, and he had to deal with all these people, and it required a great amount of knowledge of the world, a greater amount of tact, to discharge the duties of a solicitor than to discharge those of a barrister. Therefore he could never tolerate the suggestion that the solicitor's was the lower branch of the profession. The anecdote of the American in the House of Commons reminded him of the story of a distinguished American who came over a short time ago, and sat beside the late Lord Esher in the Court of Appeal, said in reference to the bar. He heard a learned Queen's Counsel arguing a point, and when the argument was finished Lord Esher said to him, "What do you think of that gentleman?" The American said, "Who is he?" "Well," said Lord Esher, "he is one of Her Majesty's counsel." "Oh," said the American, "now I understand why you use the expression I have heard so much since I came to this country, God save the Queen." Complaint had been made this evening that the Houses of Parliament did not pass their Acts so that they might be easily understood, and another speaker had rather apologized for the bench in saying the judges could not always be right. All he could say for himself, and most of the members of the bar would say the same, he did not complain at all of the Houses of Parliament for passing such Acts. They did not complain of the judges not being always right, and it would be a most disastrous thing if judges were always right. He did not, therefore, think that in an assemblage of lawyers these matters should be anything but a subject for congratulation.

Mr. Augustus Helder, M.P. (Whitehaven), gave the toast "The Incorporated and other Law Societies in England and Wales." The profession were greatly indebted to the Council of the Incorporated Law Society and their very practical secretary, who took a very great deal of trouble with regard to Acts of Parliament and such matters. It was not everybody who was aware of the extent of their labours, but happening to be a Member of Parliament he knew that he was frequently called upon by them in connection with Bills in Parliament to do what he could in getting them amended as far as possible. No doubt many Acts of Parliament were far from perfect; but he believed that the members of the House or Commons honestly did their very best in the matter. And when one considered the number of Bills that were brought before the House—some of them of rather an extraordinary nature—it was rather a wonder that so many of them were passed into law. The Incorporated Law Society did its duty, and there were the provincial societies, which took up questions affecting solicitors and the public, and were very anxious to do their duty also. Having referred to the excellent list of donations from Birmingham, he urged that, as members of the profession and of the Incorporated Law Society and the other societies, they should endeavour to induce their fellow members to become subscribers to the association.

Mr. C. B. Margetts (president of the Incorporated Law Society), in returning thanks, advocated that the funds of the association should be spent with a lavish hand, as it was the best possible thing for a charitable institution to be poor. The Incorporated Law Society was doing everything possible to advance the profession. Referring to the Discipline Committee, he expressed the hope that the committee might be empowered by Government to pass sentence upon a solicitor who came before them, providing that the solicitor consented thereto.

Mr. Harry Bevir (president of the Gloucestershire and Wiltshire Incorporated Law Society) returned thanks on behalf of the provincial law societies. He observed that the chairman was a provincial solicitor, as was the president of the Incorporated Law Society, and many of the guests were from the country. He hoped that the work of the country law societies was carried on in harmony with the Incorporated Law Society, and that it relieved the very heavy labour of the parent society. He trusted that the provincial law societies would not be unmindful of the duties of the profession to the association.

Mr. Thomas Marshall (Leeds, chairman of the Board of Directors) gave the health of "The Chairman of the Evening," remarking upon the great personal influence which the chairman had exercised in making the proceedings a social and financial success. They were glad the chairman had found time to take a part in the government of one of the great civic communities.

The toast was honoured upstanding, with loud cheering and musical honours, and

The Chairman having briefly acknowledged the compliment, the proceedings terminated.

During dessert a selection of music was given, under the direction of Mr. Albert James, by Master Herbert Harden, Mr. Walter Coward, Mr. Albert James, Mr. Charles Ackerman, and Mr. Robert Hilton. At the pianoforte: Mr. J. Kift.

LEGAL NEWS.

OBITUARY.

We regret to announce the death on the 19th inst. of Mr. Robert Ascroft, solicitor, M.P. for Oldham. As we stated last week, he was seized on Monday in last week with acute pneumonia, and never rallied from the attack. He was the son of the late Mr. William Ascroft, solicitor, of Oldham, and was admitted a solicitor in 1869, and speedily obtained a reputation for advocacy. He became solicitor to the Oldham Card and Blowing Room Association, and for three years was a member of the Oldham Town Council. He was also, we believe, at one time president of the Oldham Law Association. His services in connection with the settlement of disputes in the local cotton trade were especially valuable. In 1892-3 he mainly brought about a settlement of a dispute which had existed in the trade for twenty weeks, this result being accompanied by a scheme which has reduced disputes in the textile trades to a minimum. The great operative class, says the *Manchester Courier*, looked upon him as their champion. His legal acumen, combined with his full knowledge of technical details, and his unfailing *bonhommie*, gained for him the deepest respect. In 1893 Mr. Ascroft was returned as M.P. for Oldham at the head of the poll, receiving, it is stated, not only the highest number of votes ever recorded in an Oldham Parliamentary election, but the largest number of votes received by any candidate returned to the House of Commons at that election.

APPOINTMENTS.

Mr. Frederick A. Wood, solicitor, of the firm of Wood & Sons, of 16, Eastcheap, London, has been appointed a Perpetual Commissioner for Taking the Acknowledgments of Married Women.

Mr. John Earle Raven, barrister-at-law, has been appointed a Revising Barrister.

GENERAL.

The increased duty on registration of companies came into orce on the 20th inst.

The Royal Assent was given on the 20th inst. to the Finance Act, the Infectious Diseases (Notification) Act (1889) Extension Act, the Parish Councillors (Tenure of Office) Act, and to a number of private Acts and provisional order Acts.

A congratulatory dinner will be given on the 29th inst., by members of the Masonic Lodges and Chapters in the Province of Surrey, to Mr. Justice Bucknill, P.P.G.W. (Surrey), P.G.W. (England), on his appointment to the bench, at the Café Royal, Regent-street. The chair will be taken by the Earl of Onslow, P.G.M.

The Treasurer (Judge Baylis, Q.C.) and the Benchers of the Inner Temple will give a garden party and an "At Home" in their gardens and hall on Tuesday, the 11th of July next, from three to seven o'clock. The band of the Royal Artillery will play in the gardens, and a concert will take place in the Inner Temple Hall.

What, asks the *St. James's Gazette*, is "unprofessional costume?" What is the objection to a barrister wearing a white waistcoat in court on a hot day? Yet the Lord Chief Justice of Ireland the other day fell foul of The MacDermot, Q.C., on the ground that a white waistcoat is not professional costume for counsel in court. We think The MacDermot would have been within his rights to stick to his white waistcoat instead or hiding it by pinning his gown over it. Nor are we quite sure that justice would suffer very seriously if counsel, and judges as well, were allowed to discard their wigs in hot weather.

Judge Q., who once presided over a criminal court "out west," was, says the *Albany Law Journal*, famous as one of the most compassionate men who ever sat upon the bench. His softness of heart, however, did not prevent him from doing his duty as a judge. A man who had been convicted of stealing a small amount was brought into court for sentence. He looked very sad and hopeless, and the court was much moved by his contrite appearance. "Have you ever been sentenced to imprisonment?" the judge asked. "Never, never!" exclaimed the prisoner, bursting into tears. "Don't cry, don't cry," said Judge Q., consolingly; "you're going to be now!"

At the School of Economics, Adelphi, last week, Mr. John Macdonell, C.B., Master of the Supreme Court, read a paper on the relations of civilized to uncivilized and semi-civilized communities according to international law, in the course of which he said a new chapter of international law needed to be written to give correct expression to the needs of the time and the consciences of men. It was difficult to formulate such a code, but some of its principles were the recognition of the right of aborigines to live in their own way so long as it was not hurtful to others; to avoid the craze for uniformity and the eagerness to destroy tribal usages; to provide as far as possible for economic forms of holding property, even if they should be primitive; and to make arrangements as far as practicable for the chiefs to remain in the old position of judges, lawgivers, arbitrators, and councillors. If time permitted he might mention many instances of constitutions as diverse, among such peoples, as those described by Aristotle in his Politics. But such tribes needed protection and guardianship. The problem was one of long standing, and many errors of the past were irretrievable. But something might be done by steadfast adherence to the principles which he had suggested and by an ever-present feeling that in atonement for much evil done in the past we owe the recompense of solicitude, diligence, and charity in the future.

A case which, says the *Albany Law Journal*, is reported to have thrown the doctors of the old world into a mild state of consternation, and in which the medical profession throughout the world cannot fail to be interested, comes from Dresden. A woman suffering from some internal complaint applied to a surgeon for advice, and was received into his private hospital for treatment. The patient, it appears, was told that an operation was necessary, although it would not be a difficult or dangerous one, and she consented to have it performed; but when placed on the operating table and put under the influence of anæsthetics it was found that her malady was such that a much more extensive and dangerous operation was necessary. Accordingly the surgeon performed it, and with entire success. The patient fully recovered and appeared to be duly grateful for the inestimable service the surgeon had performed for her until his "little bill" was presented; then she protested that the greater operation was unnecessary, and that as it was performed without her consent she threatened to bring an action for "bodily injury." The doctor having brought an action for the amount of his bill, the merits of the case were necessarily gone into, and the Supreme Court at Dresden has delivered judgment to the effect that, although the operation probably lengthened the patient's life, it was not done with her knowledge or approval, and being a very dangerous one, the doctor ought not to have performed it without express authority; therefore he was guilty of an "illegal bodily injury."

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

June 27.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2:—Farchynys, Merionethshire, North Wales: Between Barmouth and Dolgelly, Freehold Residential Estate of about 350 acres, within 3½ miles from Barmouth, 6 from Dolgelly, and 3 from Penmaenpool Railway Station. Solicitors, Messrs. Hand, Bullock, & Swindells, Macclesfield.—Kensington Palace-gardens: Town Mansion, planned for entertaining on a lavish scale, having a splendid suite of reception rooms of remarkably handsome proportions; held direct from the Crown for 84¼ years from 1868 at £78 per annum. Solicitors, Messrs. Garrard, James, & Wolfe, London.—Wardour-street and Broad-street, Golden-square: Leasehold Shops and Dwelling-houses, producing rentals of £465 and £415 per annum; held for about 40 years unexpired. Solicitors, Messrs. Rising & Ravenscroft, London.—Regency-mansions, Shaftesbury-avenue: A Block of Shops and Residential Chambers, occupying a position at the corner of Rupert-street, opposite the Lyric Theatre and about 150 yards from Piccadilly-circus, having frontages of about 53ft. and 64ft. respectively to Shaftesbury-avenue and Rupert-street, and covering an area of about 2,830 square feet. Solicitors, Messrs. Thorneycroft & Willis, London. (See advertisements, June 3, pp. 3, 4.)—Conduit-street: Two valuable Shops and Premises, held from the Corporation on leases renewable for ever.—City of London: Important Leasehold Warehouse Premises in Dowgate-hill and Knightrider-street. A Redeemed Land Tax of £12 16s. 8d. per annum.—Kensington: Freehold Stabling, with possession. Solicitors, Messrs. Sole, Turner, & Knight, London. (See advertisements, June 17, p. 6.)

June 28.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2:—Wallington, Surrey: Freehold Property, comprising the Manor House Estate, of about 12 acres, situate within five minutes' walk of the station, and a short distance from Carshalton; let at £250 per annum. Solicitors, Messrs. Bridges, Sawtell, & Co., London. (See advertisement, June 17, p. 6.)

June 29.—Messrs. Farebrother, Ellis, Egerton, Breach, Galsworthy, & Co., at the Mart, at 2:—Residential Building Property, known as Maison Dieu, adjoining the Town Hall of Dover, comprising an ancient edifice rich in historic associations extending to the time of the Crusades. Solicitors, Messrs. Rooke & Sons, London. (See advertisement, June 3, p. 25.)

June 29.—Messrs. Walton & Lee (in conjunction with Messrs. Woodhams & Son), at the Gilridge Hotel, Eastbourne, at 3:—Sussex (near Eastbourne), about 3 miles from Hailsham, 5 from Eastbourne, 15 from Lewes, 3 from Pevensey, 20 from Brighton: The Residential and Sporting Estate known as Glenleigh, of about 687 acres, and comprising a fine old Elizabethan mansion; rental about £987. Solicitors, Messrs. Bell, Brodrick, & Gray, London. (See advertisement, June 3, p. 9.)

June 30.—Mr. Leopold Farmer, at the Mart, at 2:—Valuable fully-licensed Corner Premises, known as Ye Old Bell, Wardrobe-chambers; let to Messrs. Ind, Coope, & Co., at £700 per annum.—Also the adjoining Block of Office Property; let at £1,200 per annum. Solicitors, Messrs. Harrison & Powell, London.—6 and 8, Addle-hill, Doctors'-commons, and Warehouse in rear, producing £875 per annum; 6 and 8, Addle-hill comprises five floors, let to the General Post Office at £675 per annum; and a warehouse let at £200 per annum. Solicitor, J. T. Chapple, Esq., London. (See advertisements, June 17, p. 6.)

RESULT OF SALE.

Messrs. H. E. Foster & Cranfield, at their sale at the Mart on Wednesday last, were successful in disposing of Nos. 1 to 8, Cedar-road, Brigadier-hill, Enfield, at the sum of £725; and the Residence known as "Ferndale," The Ridgway, Enfield, for which they obtained £1,500. They also sold the Long Leasehold Dwelling-house, 176, Carlton-vale, for the sum of £400.

WINDING UP NOTICES.

London Gazette.—Friday, June 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

Balkis Land Co, Limited (Incorporated in 1892)—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to William Watkins, 85, Gracechurch st. Dale & Co, 75 and 76, Cornhill, solors to liquidator

Bengal Mica Syndicate, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to John Black, 88, Bishopsgate st. Hicks & Co, 13, Old Jewry chmbrs, solors

Chitty Dynamo and Motor Co, Limited—Petn for winding up, presented June 10, directed to be heard on June 24. White & De Buriatte, 38, Holborn viaduct, petners' solors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 22

Colonial and Indian Exhibition Stores, Limited—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Lewin John Chandler, 65, Cornhill

Eiffel Patent Stair Tread Co, Limited—Creditors are required, on or before June 30, to send in their names and addresses, and the particulars of their debts or claims, to Robert Innes, 10, Norfolk st, Manchester, solor for liquidator

Footlights Co, Limited—Petn for winding up, presented June 10, directed to be heard on June 24. Beardall & Co, 10, George st, Hanover sq, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23

Invicta Asbestos Co, Limited—Creditors are required, on or before July 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. H. D. Vellacott, 51 and 52, Fenchurch st

Rio de Janeiro and Northern Railway Co, Limited—Creditors are required, on or before July 29, to send their names and addresses, and the particulars of their debts or claims, to John Henry Drury, 4, Fenchurch st. Bircham & Co, 50, Old Broad st, solors to company

Storey & Co, Limited—Creditors are required, on or before Friday, July 15, to send their names and addresses, and the particulars of their debts or claims, to James Bell, 9, Bradyll terr, Ulverston. Lawrence, Millom, solor for liquidator

Toison d'Or Gold Mining Co, Limited—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Fred Richards, 43, Compton rd, Canonbury

FRIENDLY SOCIETIES DISSOLVED.

Eton Mission Working Men's Club, Gainsborough rd, Hackney Wick. June 7

Veteran and Old Members' Club of the 1st City of London Volunteer Artillery, 4, Station avenue, Loughborough junction May 31

London Gazette.—Tuesday, June 20.

JOINT STOCK COMPANIES.

Limited in Chancery.

Crossley's Soap Co, Limited—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Richard Turner Golding, 41, North John st, Liverpool. North & Co, Liverpool, solors for liquidator

Henry Green & Sons, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts and claims, to Samuel Greenhalgh, 20, Acresfield, Bolton

"Llanarth" Steamship Co, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Edwin Dovey, 31, Queen st, Cardiff. Moxon, Cardiff, solor to liquidator

Musgrave Spinning Co, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Kevan, Acresfield, Bolton. Winders, Bowker's row, Bolton, solors to liquidator

West of England Iron, Timber, and Charcoal Co, Limited—Creditors are required, on or before July 29, to send their names and addresses, and the particulars of their debts or claims, to Thomas Enoch Lowe, 89, Darlington st, Wolverhampton. Stirk & Co, Lichfield st, Wolverhampton, solors to liquidators

FRIENDLY SOCIETIES DISSOLVED.

Loyal Rose and Thistle Lodge, Independent Order of Oddfellows, Manchester Unity, Bilbrough, Yorks. June 7

Sanctuary Braddyll Ancient Order of Shepherds, South Hetton, Durham. June 9

Withington District Produce Supply Association, Limited, Withington, Hereford. June 9

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, June 13.

ADJUDICATION ANNULLED.

BARRAND, WALTER, Bradford, Yorks, Contractor Bradford Adjud Feb 7, 1885 Annul May 8, 1899

London Gazette.—FRIDAY, June 16.

RECEIVING ORDERS.

ABSALOM, WILLIAM JAMES, Croydon, Nurseryman Croydon Pet June 12 Ord June 12

BAKER, C, Acton, Builder Brentford Pet April 6 Ord June 10

BAKER, JOHN EDWARD, Penarth, Glam, Hairdresser Cardiff Pet June 12 Ord June 12

BEDINGFIELD, SYDNEY SOAMES, Barry, Glam, Tobacconist Cardiff Pet June 13 Ord June 13

BROWN, FREDERICK WILLIAM, Upper Tooting High Court Pet June 15 Ord June 15

BUCKLEY, HARRY WILLIAM, Lincoln, Cycle Manufacturer Lincoln Pet June 14 Ord June 14

BURCHELL, JOHN STEPHEN, Walbrook, Builders' Merchant High Court Pet June 12 Ord June 12

CASELEY, GEORGE, Southend on Sea Chelmsford Pet June 10 Ord June 10

COCHRANE, ALEXANDER BASIL, South Kensington High Court Pet May 25 Ord June 13

COCKCROFT, HARRY BREARLEY, Southowram, nr Halifax, Draper Halifax Pet June 12 Ord June 12

CUDDY, WALTER SKEVINGTON, Mansfield, Notts, Joiner Nottingham Pet June 14 Ord June 14

CUMMINS, ROBERT, Redmarshall, Durham, Innkeeper Stockton on Tees Pet June 12 Ord June 12

DAVIES, JOHN FRANCIS, Swansea, Tailor Swansea Pet June 2 Ord June 12

DUXBURY, JAMES, St Helens, Lancs, Newsagent Liverpool Pet May 25 Ord June 14

EVISON, CHARLES HERBERT, Lincoln, Baker Lincoln Pet June 12 Ord June 12

FLEMING, PATRICK THOMAS, Derby, Licensed Victualler Derby Pet June 14 Ord June 14

GARLICK, FREDERICK WILLIAM, Hampden in Arden, Warwick, Grocer Birmingham Pet June 13 Ord June 13

GASSON, JAMES, Brighton, Coal Merchant Brighton Pet June 12 Ord June 12

HEWITT, AGNES, West Kensington High Court Pet June 12 Ord June 12

JAMES, WILLIAM, Newport, Mon, Grocer Newport, Mon Pet June 13 Ord June 13

JEFFERSON, HERBERT, Pontefract, Yorks, Tailor Wakefield Pet Feb 20 Ord June 12

JENKINSON, GEORGE LATUS, Preston, Hosier Preston Pet May 31 Ord June 12

KERRY, WILLIAM PALMER, Norwich Norwich Pet June 10 Ord June 13

KIRK, FRED, Leicester Leicester Pet June 12 Ord June 12

LINDON, C H, Stone bldgs, Lincoln's inn, Barrister High Court Pet May 20 Ord June 14

LIPMAN, JOSEPH, Kentish Town rd, Tailor High Court Pet May 17 Ord June 14

LÖWEN, REINHART JULIUS, Love ln, Wood st, Commission Agent High Court Pet June 13 Ord June 13

OAKDEN, WILLIAM, Thorpe, Derby, Farmer Burton on Trent Pet June 13 Ord June 13

OAKES, MARY ANN, Horsham, Gunsmith Brighton Pet June 12 Ord June 12

ROBINSON, MATTHEW WILLIAM, Leeds, Engineer Leeds Pet June 10 Ord June 10

SAIT, EDWIN, Stockport, Traveller Stockport Pet June 14 Ord June 14

SCOTT TUCKER, JOHN HOLFORD, Headington, nr Oxford Oxford Pet May 16 Ord June 14

SMOKESMITH, FREDERICK JAMES, Dover, Builder Canterbury Pet June 14 Ord June 14

SPENCER, JOHN BAKER, Sheffield Sheffield Pet June 14 Ord June 14

SUGDEN, JOHN, Victoria st High Court Pet May 24 Ord June 12

TOMKAS, ROBERT, Bacup, Lancs, Innkeeper Rochdale Pet May 29 Ord June 12

WALKER, EDWIN CORBETT, Bloxwich, Staffs, Public house Manager Walsall Pet June 12 Ord June 12

WESTGATE, ROBERT, Gt Yarmouth, Smack Skipper Gt Yarmouth Pet June 13 Ord June 14

WHITEMAN, HARRY, Northampton, Jeweller Northampton Pet May 30 Ord June 10

WILD, BENJAMIN, and JOHN HENRY CLARKE, Southport, General Engineers Liverpool Pet June 14 Ord June 14
Amended notice substituted for that published in the London Gazette of June 9:

BORROWS BROTHERS & Co, Alcester, Warwicks, Engineers Warwick Pet June 6 Ord June 5

FIRST MEETINGS.

BENSETTO, CHARLES, and EDGAR BENSETTO, Newquay, Cornwall, Butchers June 24 at 11 Off Rec, Boscawen st, Truro

BLACKMORE, WALTER GEORGE, Cheltenham, Baker June 29 at 11.30 County Court bldgs, Cheltenham

BOWEN, PETER JOHN, Criccieth, Carnarvon, Grocer June 26 at 11 30 Sportsman Hotel, Portmadoc

BUCKLEY, HARRY WILLIAM, Lincoln, Cycle Manufacturer June 27 at 12 30 Off Rec, 31, Silver st, Lincoln

BURCHELL, JOHN STEPHEN, Walbrook, Builders' Merchant June 23 at 2.30 Bankruptcy bldgs, Carey st

CARTER, JOHN SMITH, Preston, Iron Turner July 14 at 2 30 Off Rec, 14, Chapel st, Preston

CHIVELLS, HERBERT, Ramsgate, Kent, Fruiterer July 6 at 9 Off Rec, 73, Castle st, Canterbury

CLARKE, EDWIN, Barnwell, Cambridge, Carpenter June 28 at 11 Off Rec, 5, Petty Cury, Cambridge

DEAN, GEORGE ROBERT, Ilkeston, Derbys, Builder June 27 at 2 Off Rec, 40, St Mary's gate, Derby

DRUCE, HANNAH, Hove, Sussex June 23 at 12 Off Rec, 4, Pavilion bldgs, Brighton

DUNHAM, ARTHUR FRED PAYNE, Bridport, Hairdresser June 30 at 11.30 Junction Hotel, Dorchester

EVISON, CHARLES HERBERT, Lincoln, Baker June 27 at 12 Off Rec, 31, Silver st, Lincoln

GALE, EDGAR, Swansea, Painter June 23 at 12 Off Rec, 31, Alexandra rd, Swansea

GODFREY, GEORGE THOMAS, Balham, Builder June 26 at 11.30 24, Railway app, London Bridge

GOULSTONE, HENRY, South Shields June 28 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

HARTLEY, DILWORTH, and EDWARD WARDLEWORTH, Blackburn, General Dealers June 23 at 11.30 Bankruptcy bldgs, Carey st

HEDGES, JOHN, & SON, Kingsland rd, Timber Merchants June 23 at 2.30 Bankruptcy bldgs, Carey st

HENDERSON, DONALD DAVID, West Kensington June 23 at 11 Bankruptcy bldgs, Carey st

HEWITT, HENRY, Bainhill, Lancs, Market Gardener June 28 at 12 Off Rec, 35, Victoria st, Liverpool

HIGGINS, WILLIAM BENNETT, Bedford, Tailor June 23 at 12 Off Rec, 1A, St Paul's sq, Bedford

JONES, DAVID, Aberdare, Mason June 26 at 2 135, High st, Merthyr Tydfil

JONES, EDWIN, Levenshulme, Lancs June 23 at 2.30 Off Rec, Byrom st, Manchester

KERRY, WILLIAM PALMER, Norwich June 23 at 10.30 Shirehall, Norwich

LEDBURY, WILLIAM, Croydon, Builder June 23 at 11.30 24, Railway app, London Bridge

LOADER, SARAH, Ryde, I of W, Butcher June 24 at 12 Off Rec, Newport, I of W

LÖWEN, REINHART JULIUS, Love ln, Wood st, Commission Agent June 23 at 12 Bankruptcy bldgs, Carey st

NEWTON, JOHN, Whitby, York, Butcher July 5 at 3 Off Rec, 8, Albert rd, Middlesborough

NORRISH, RICHARD JAMES, Keyham, Devonport, Newsagent June 23 at 11 6, Athenæum ter, Plymouth

OAKES, MARY ANN, Horsham, Gunsmith June 23 at 3 Off Rec, 4, Pavilion bldgs, Brighton

REED, SYDNEY HERBERT, South Kensington, Solicitor June 23 at 2.30 Bankruptcy bldgs, Carey st

ROBERTS, GRIFFITH, Blaenau Festiniog, Merionetha, Joiner June 27 at 12.25 Market Hall, Blaenau Festiniog

ROBINSON, MATTHEW WILLIAM, Leeds, Engineer June 23 at 11 Off Rec, 22, Park row, Leeds

SIMONS, LEWIS, Merthyr Tydfil, Travelling Draper June 23 at 3 135, High st, Merthyr Tydfil

SMITH, E A, Brighton, Agent June 23 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton

SMITH, GEORGE, Manningham, Bradford June 23 at 11 Off Rec, 31, Manor row, Bradford

STOCKWELL, SARAH, Hastings, Lodging house Keeper June 27 at 2 Young, Sons, & Cole, Bank bldgs, Hastings

VELESCU BROTHERS, Manchester, Merchants June 23 at 3 Off Rec, Byrom st, Manchester

WHITTAKER, JOSEPH, Oldham, Corn Merchant June 23 at 11.30 Off Rec, Bank chmbrs, Queen st, Oldham

WILSHIN, PERCY OTTO, Poplar, Provision Dealer June 23 at 12 Bankruptcy bldgs, Carey st

WYATT, GEORGE, Benedict rd, Stockwell rd, Architect June 26 at 12 Bankruptcy bldgs, Carey st
Amended notice substituted for that published in the London Gazette of June 13:

JONES, THOMAS CUNNINGHAME, Aberkenfig, nr Bridgend, Butcher June 21 at 12 117, St Mary st, Cardiff

ADJUDICATIONS.

BEDINGFIELD, SYDNEY SOAMES, Barry, Glam, Tobacconist Cardiff Pet June 13 Ord June 13

BOWEN, PETER JOHN, Criccieth, Carnarvon, Grocer Portmadoc Pet May 11 Ord June 13

BROWN, ARCHIBALD, Trafalgar rd, Old Kent rd High Court Pet May 19 Ord June 13

BURCHELL, JOHN STEPHEN, Walbrook, Builder's Merchant High Court Pet June 12 Ord June 12

CANHAM, FREDERICK WILLIAM JOHN, Southport, Lancs, Cycle Dealer Liverpool Pet May 8 Ord June 12

CASELEY, GEORGE, Southend on Sea Chelmsford Pet June 10 Ord June 10

CLEWLEY, FREDERICK THOMAS, Birmingham, Boot Dealer Birmingham Pet June 8 Ord June 14

COCKCROFT, HARRY BREARLEY, Southowram, nr Halifax, Draper Halifax Pet June 12 Ord June 12

CUDDY, WALTER SKEVINGTON, Mansfield, Notts, Joiner Nottingham Pet June 14 Ord June 14

CUMMINS, ROBERT, Redmarshall, Durham, Innkeeper Stockton on Tees Pet June 12 Ord June 12

DUXFORD, ARTHUR HENRY, Devonport, Haulier Plymouth Pet May 27 Ord June 12

EVISON, CHARLES HERBERT, Lincoln, Baker Lincoln Pet June 12 Ord June 12

FISHER, WILLIAM BODLEY, Bristol, Underclothing Manufacturer Bristol Pet June 5 Ord June 13

FLEMING, PATRICK THOMAS, Derby, Licensed Victualler Derby Pet June 14 Ord June 14

FLINDELL, CHARLES, Streatham Wandsworth Pet May 4 Ord June 13

HEWITT, AGNES, West Kensington High Court Pet June 12 Ord June 12

HUGHES, DAVID, Penmaenmawr, Carnarvons, Painter Bangor Ord June 13

JENKINSON, GEORGE LATUS, Preston, Hosier Preston Pet May 31 Ord June 13

KIRK, FRED, Leicester Leicester Pet June 12 Ord June 12

LOADER, SARAH, Ryde, I W, Butcher Newport and Ryde Pet May 25 Ord June 13

MOORE, ASLETT HERBERT, Old Broad st, Stockbroker High Court Pet April 12 Ord June 10

OAKDEN, WILLIAM, Thorpe, Derby, Farmer Burton on Trent Pet June 13 Ord June 13

PASFIELD, LUTHER, Paulton, Somerset, Draper Wells Pet May 11 Ord June 13

PEALL, WILLIAM HENEAGE, Burslem, Staffs, China Merchant Hanley Pet June 9 Ord June 14

REED, SYDNEY HERBERT, South Kensington High Court Pet May 17 Ord June 13

ROBERTS, HENRY FREDERICK, Wood Green, Licensed Victualler Edmonton Pet May 29 Ord June 10

ROBINSON, MATTHEW WILLIAM, Leeds, Engineer Leeds Pet June 10 Ord June 10

SAIT, EDWIN, Stockport, Cheshire, Traveller Stockport Pet June 14 Ord June 14

SEITZ, CHRISTIAN, Barnsbury High Court Pet May 11 Ord June 10

SPENCER, JOHN BAKER, Sheffield Sheffield Pet June 14 Ord June 14

WESTGATE, ROBERT, Gt Yarmouth, Smack Skipper Gt Yarmouth Pet June 13 Ord June 14

WILSHIN, PERCY OTTO, Poplar, Provision Dealer High Court Pet May 18 Ord June 12

WISCOMBE, GEORGE, Upper Chute, Wilts Salisbury Pet May 6 Ord May 6

London Gazette.—TUESDAY, June 20.

RECEIVING ORDERS.

BARNES, GEORGE, Watford, Musical Instrument Dealer St Albans Pet June 16 Ord June 16

BECK, EUGENE, Sparkbrook, Birmingham, Goods Importer Birmingham Pet May 31 Ord June 16

BEVINGTON, GEORGE, and ARTHUR JOHN BEVINGTON, Hanley, Earthenware Manufacturers Hanley Pet May 30 Ord June 15

CORDERY, HENRY, Reading, Greengrocer Reading Pet June 15 Ord June 15

COURT, PHILIP HENRY, Birmingham, Clerk Birmingham Pet June 16 Ord June 16

CRABTREE, CHARLES WILLIAM, Briggate, Leeds, General Dealer Leeds Pet June 15 Ord June 15

DERRICUTT, JOHN, jun, Highley, Salop, Miller Kidderminster Pet May 31 Ord June 15

ESSERY, ALBERT, Bristol, Solicitor Bristol Pet June 13 Ord June 15

EVERED, JOHN E, Bury st, Manufacturer High Court Pet April 27 Ord June 16

GLASS, Mrs C VINCENT, Sloane st, Chelsea High Court Pet May 18 Ord June 16

GOODING, JOSEPH, Nottingham Nottingham Pet June 16 Ord June 16

GROVE, WILLIAM, Weston super Mare, Tobacconist Bridgwater Pet June 15 Ord June 15

HABCOURT, ALFRED, Norwich, Jeweller Norwich Pet June 16 Ord June 16

HERBERT, BENJAMIN, Rotherham, Yorks, Innkeeper Sheffield Pet June 16 Ord June 16

HOLROYD, JOHN GILL, Halifax, Cigar Merchant Halifax Pet June 17 Ord June 17

HORNSBY, GEORGE JEROME, Catherine st, Strand, Commission Agent High Court Pet May 29 Ord June 16

HOWSE, SAMUEL ARCHER, Newcastle under Lyme, Joiner Hanley Pet June 15 Ord June 15

HUDSON, EDWIN, Stoke on Trent, Builder Stoke on Trent Pet May 30 Ord June 14

JOHNSON, JOSEPH, Bilton, nr Harrogate, Bus Proprietor York Pet June 14 Ord June 14

LAW, GEORGE WILLIAM, Mytholmroyd, nr Halifax, Cabinet Maker Halifax Pet June 16 Ord June 16

LOFTING, JOHN, Bournemouth, Lodging-house Keeper Poole Pet June 17 Ord June 17

MARSHALL, HOWELL, Upper Williamstown, nr Penygraig, Glam, Haulier Pontypridd Pet June 16 Ord June 16

MARTIN, JAMES ALEXANDER, Guildford, Accountant Guildford Pet June 15 Ord June 15

MASON, THOMAS FREDERICK, Nottingham, Tailor Nottingham Pet June 17 Ord June 17

NEWENS, FREDERICK JAMES, Soulbury, nr Leighton Buzzard, Farmer Luton Pet June 15 Ord June 15

OLDFIELD, FRED, Derby, Grocer Derby Pet June 17 Ord June 17

PATESHALL, THOMAS, Old Hill, Staffs, Auctioneer Dudley Pet June 15 Ord June 15

PRATT, WILLIAM JAMES, Portslade by Fea, Sussex, Harness Maker Brighton Pet June 16 Ord June 16

RADCLIFFE, JOHN MATTHEW, Treherbert, Glam, Hotel Keeper Pontypridd Pet June 12 Ord June 12

REDGATE, ANNIE, Walsall, Bridle Cutter Walsall Pet May 10 Ord May 30

REED, ARTHUR JOHN, Harpurhey, Manchester, Boot Dealer Manchester Pet June 9 Ord June 15

SEARLE, JOHN FRANCIS, Torquay, Saddler Exeter Pet June 14 Ord June 14

SHRUBSOLE, EDGAR SEYMOUR, Wandsworth rd, Journalist Wandsworth Pet June 16 Ord June 16

STOTT, JAMES HENRY, Gregson ln, nr Preston Burnley Pet June 15 Ord June 15

TAYLOR, WILLIAM JAMES, Kingston on Thames, Tailor Kingston, Surrey Pet June 2 Ord June 15

THORN, WILLIAM JOHN, West Norwood, Grocer High Court Pet June 15 Ord June 15

TOWNEND, JOSHUA, Leeds, Hay Dealer Leeds Pet June 14 Ord June 14

UNWIN, ALFRED JOSEPH, Lexden, Essex, Engineer Colchester Pet June 15 Ord June 15

WARD, JOHN, Leicester, Decorator Leicester Pet June 16 Ord June 16

WARD, THOMAS, St Leonards on Sea Hastings Pet June 1 Ord June 15

WITHERS, MARGARET JANE, Salford, Lancs, Furniture Dealer Salford Pet June 16 Ord June 16

WOOD, JOHN SKILBECK, Middle Temple, Barrister High Court Pet May 9 Ord June 15
Amended notice substituted for that published in the London Gazette of June 16:

JAMES, WILLIAM, Pontypool, Grocer Newport, Mon Pet June 13 Ord June 13

FIRST MEETINGS.

ANSON, WILLIAM JOHN, Wolverhampton, Grocer June 30 at 11 Off Rec, Wolverhampton

BAKER, JOHN EDWARD, Penarth, Glam, Hairdresser June 29 at 12 117, St Mary st, Cardiff

BENNETT, THOMAS, Gloucester, Jobbing Mason June 26 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon

BREADON, ROBERT, Manchester, Provision Dealer June 28 at 2 30 Off Rec, Byrom st, Manchester

BROWN, ARTHUR GEORGE, Chorlton cum Hardy, Lancs, Engineer June 30 at 3 Off Rec, Byrom st, Manchester

COCHRANE, ALEXANDER BASIL, South Kensington June 27 at 12 Bankruptcy bldgs, Carey st

COLES, FREDERICK, Oxford, Gardener June 28 at 12 1, St Aldate's, Oxford

CRABTREE, CHARLES WILLIAM, Briggate, Leeds, General Dealer June 28 at 11 Off Rec, 22, Park row, Leeds

GREEN, GEORGE CHARLES, Leicester, Baker June 27 at 3 Off Rec, 1, Berridge st, Leicester

GREENSLADE, CHARLES, Cwmbran, Mon, Draper June 29 at 11 Off Rec, Westgate chmbrs, Newport, Mon

JOHNSON, GEORGE, Dewsbury, Warehouseman June 27 at 12 Off Rec, Bank chmbrs, Batley

JOHNSON, JOSEPH, Bilton, nr Harrogate, 'Bus Proprietor June 26 at 11 Off Rec, 28, Stonegate, York

JONES, THEOPHILUS, Merthyr Tydfil June 28 at 12 135, High st, Merthyr Tydfil
KIRK, FRED, Leicester June 27 at 12.30 Off Rec, 1, Berridge st, Leicester
LEVY, LEWIS, Birmingham, Wholesale Jeweller June 29 at 11 174, Corporation st, Birmingham
LINDON, C H, Stone bldgs, Lincoln's inn, Barrister June 27 at 2.30 Bankruptcy bldgs, Carey st
LIPMAN, JOSEPH, Kentish Town rd, Tailor June 27 at 12 Bankruptcy bldgs, Carey st
MORRIS, WILLIAM, Penygraig, Glam, Builder June 27 at 12 135, High st, Merthyr Tydfil
PALLASH, HENRY, jun, and ARTHUR PALLASH, jun, Hornsey, Cycle Manufacturers June 28 at 12 Bankruptcy bldgs, Carey st
PRATT, WILLIAM JAMES, Portslade by Sea, Sussex, Harness Maker June 28 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
REED, ARTHUR JOHN, Harpurhey, Manchester, Boot Dealer June 28 at 3 Off Rec, Byrom st, Manchester
RICKARD, HARRY ARCHIBALD, Southport, Auctioneer June 28 at 2.30 Off Rec, 35, Victoria st, Liverpool
ROBERTS, WILLIAM, Coleford, Glos, Solicitor June 29 at 12.30 Angel Hotel, Coleford, Glos
SEARLE, JOHN FRANCIS, Torquay, Devon, Saddler June 28 at 10.45 Off Rec, 13, Bedford circus, Exeter
STEPHENSON, ALFRED, Morley, York, Woollen Manufacturer June 28 at 3.30 Off Rec, Bank chmbrs, Batley
SUGDEN, JOHN, Victoria st June 29 at 2.30 Bankruptcy bldgs, Carey st
TELFER, THOMAS, Northgate, Hartlepool, Watchmaker June 28 at 2.30 Royal Hotel, West Hartlepool
TERRY, HENRY, Ossett, York, Bagging Dealer June 27 at 11 Off Rec, Bank chmbrs, Batley
TOWNEND, JOSHUA, Leeds, York, Hay Dealer June 28 at 12 Off Rec, 22, Park row, Leeds
WARD, JOHN, Leicester, Decorator June 28 at 12.30 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

BAKER, JOHN EDWARD, Penarth, Glam, Hairdresser Cardiff Pet June 12 Ord June 16
BOMFORD, WILLIAM, and EDGAR BOMFORD, Alcester, Warwick, Engineers Warwick Pet June 5 Ord June 14
BUCKLEY, HARRY WILLIAM, Lincoln, Cycle Manufacturer Lincoln Pet June 14 Ord June 14
CRABTREE, CHARLES WILLIAM, Briggate, Leeds, General Dealer in Antiques Leeds Pet June 15 Ord June 15
DAVIES, JOHN FRANCIS, Swansea, Tailor Swansea Pet June 2 Ord June 14
DEACON, STEPHEN PERCY WAGSTAFFE, Manchester, Commission Agent Manchester Pet Jan 25 Ord June 16
GASSON, JAMES, Brighton, Coal Merchant Brighton Pet June 12 Ord June 17
GODDING, JOSEPH, Nottingham Nottingham Pet June 16 Ord June 16
GROVE, WILLIAM, Weston super Mare, Tobacconist Bridgwater Pet June 15 Ord June 15
HARCOURT, ALFRED, Norwich, Jeweller Norwich Pet June 16 Ord June 16
HEDGES, JOHN, Kingsland rd, Timber Merchant High Court Pet May 17 Ord June 15
HERBERT, BENJAMIN, Rotherham, Yorks, Innkeeper Sheffield Pet June 16 Ord June 16
HOLROYD, JOHN GILL, Halifax, Cigar Merchant Halifax Pet June 17 Ord June 17
HOWSE, SAMUEL ARCHER, Newcastle under Lyme, Joiner Hanley Pet June 15 Ord June 15
INGER, JULES JOSEPH, Kensington High Court Pet Dec 15 Ord June 16
JAMES, WILLIAM, Pontypool, Mon, Grocer Newport, Mon Pet June 13 Ord June 17
JENNER, JOHN EDWARD, Leytonstone, Builder High Court Pet April 10 Ord June 15
JOHNSON, JOSEPH, Bilton, nr Harrogate, 'Bus Proprietor York Pet June 14 Ord June 14
JOHNSON, J, Paternoster row, Job Buyer High Court Pet May 23 Ord June 13
KERRY, WILLIAM PALMER, Norwich Norwich Pet June 10 Ord June 17
LAW, GEORGE WILLIAM, Mytholmroyd, nr Halifax, Cabinet Maker Halifax Pet June 16 Ord June 16
LOFTING, JOHN, Bournemouth, Lodging house Keeper Poole Pet June 17 Ord June 17
MARSHALL, HOWELL, Upper Williamstown, Glam, Haulier Pontypridd Pet June 16 Ord June 16
MARTIN, ERNEST HARRY, Orpington, Kent, Farm Bailiff Croydon Pet June 9 Ord June 15
MASON, THOMAS FREDERICK, Nottingham, Tailor Nottingham Pet June 17 Ord June 17
OLDFIELD, FRED, Derby, Grocer Derby Pet June 17 Ord June 17
PATERSHALL, THOMAS, Old Hill, Staffs, Auctioneer Dudley Pet June 15 Ord June 17
PRATT, WILLIAM JAMES, Portslade by Sea, Sussex, Harness Maker Brighton Pet June 16 Ord June 17
RADCLIFFE, JOHN MATTHEW, Treherbert, Glam, Hotel Keeper Pontypridd Pet June 12 Ord June 12
REDGATE, ANNIE, Walsall, Bridle Cutter Walsall Pet May 10 Ord June 8
REED, ARTHUR JOHN, Manchester, Boot Dealer Manchester Pet June 9 Ord June 16
ROUGHAW, HUSKLEE REGINALD, Parkend, nr Lydney, Glos High Court Pet April 11 Ord June 12
SEARLE, JOHN FRANCIS, Torquay, Saddler, Exeter Pet June 14 Ord June 14
SERJEOLE, EDGAR SEYMOUR, Wandsworth rd, Journalist Wandsworth Pet June 16 Ord June 16
SMITH, E A, Brighton, Agent Brighton Pet May 4 Ord June 15
STOCKWELL, SARAH, Hastings, Lodging house Keeper Hastings Pet June 10 Ord June 15
STOTT, JAMES HENRY, Preston Burnley Pet June 15 Ord June 16
THORN, WILLIAM JOHN, West Norwood, Grocer High Court Pet June 15 Ord June 15
TOWNEND, JOSHUA, Leeds, Hay Dealer Leeds Pet June 14 Ord June 14
UPWIN, ALFRED JOSEPH, Lexden, Essex, Engineer Colchester Pet June 15 Ord June 15
WILLIAMS, EDWARD HENRY, Wigan Wigan Pet May 5 Ord June 16
WITHERS, MARGARET JANE, Salford, Furniture Dealer Salford Pet June 16 Ord June 16

ADJUDICATIONS ANNULLED.

HUSTLER, ALBERT, Guiseley, Yorks, Innkeeper Leeds Adjud Aug 5, 1898 Annul June 12, 1899
JONES, HARRY LEWIS, Velindre, Llandysul, Carmarthen, Grocer Carmarthen Adjud May 4 Annul June 8

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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

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CURRENT TOPICS.

THE NEW LAND TRANSFER RULES will not come into operation until Monday, the 17th of July. We hope to print next week the rules as finally settled.

THE RETIREMENT of Mr. F. K. MUNTON from the Council of the Incorporated Law Society is a matter of much regret. We believe that it is due to considerations of health, rendering necessary a sojourn in the South of Europe during the winter months. His activity in the interests of the profession during thirty years or so will not be forgotten, and it is much to be hoped that during and after his winter's rest he may still be able to continue in other directions his efforts for the amendment of the law and its administration.

IT APPEARS from Mr. BALFOUR'S reply to a question in the House of Commons last week that the course we indicated a fortnight ago (*ante*, p. 563) is to be adopted for enabling an appointment to be made of an additional judge of the Chancery Division—viz., an address from both Houses of Parliament to Her Majesty representing that the state of business in the High Court of Justice is such as to require the appointment of an additional judge. Mr. BALFOUR was unable to state when the resolutions for such address would be proposed, and it may, we fear, be taken for granted that the appointment of the additional judge will not be made in time for his services to be available during the present sittings.

IT IS GREATLY to be regretted that the Attorney-General was necessarily absent from his place in the House of Commons when the Small Houses (Acquisition of Ownership) Bill came up for consideration on Wednesday last. Mr. CHAMBERLAIN moved a clause enabling local authorities to record transactions under the Bill, in substitution for the clause which applied the Land Transfer Acts to such transactions. Forthwith there arose a succession of protests against the proposed substitution by members most of whom probably know little or nothing about the Land Transfer Act, but were possessed with a notion that the legal profession were obstructing a proposal which was said to be beneficial. We regret to observe that among the protesting members was Mr. BILLSON, who, as a solicitor, must be acquainted with the probable effect of the system of compulsory transfer. He is, of course, entitled to his own opinion on that subject, but we venture to think that it was hardly necessary for him to oppose a change which was due to the action of his brethren throughout the kingdom. Ultimately Mr. CHAMBERLAIN withdrew the new clause, saying that he "was at a disadvantage because the Attorney-General was away on other important public business, and it was he who had dealt with the Land Transfer Act, and was much better acquainted than he himself was with all that passed on that occasion. If it turned out that a pledge was given, whether it were a pledge affecting the Government or that House, in any case the Government would be bound by it. The question, however, had been raised whether there really had been anything of the nature of a pledge given, and if so, whether that pledge was not discharged. Under those circumstances it was evident